



**AGENDA**  
**for the Board of Trustees**  
**of the Town of Palisade, Colorado**  
**341 W 7<sup>th</sup> Street (Palisade Civic Center)**

**August 24, 2021**

**6:00 pm Regular Meeting**

**Live stream of the meeting may be viewed at**

**<https://youtu.be/VT86mQCzPSc>**

- I. REGULAR MEETING CALLED TO ORDER AT 6:00 pm**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLLCALL**
- IV. AGENDA ADOPTION**
- V. ANNOUNCEMENTS**
  - A. PUBLIC COMMENT REMINDER:** All emails sent to the Town Clerk for public comment on a specific agenda item prior to the day packets are published will be included in the staff report. Emails received after the packets are posted will be forwarded to the Board of Trustees. Any member of the public who wishes to have a statement or email read into the Minutes is required to appear in person and make said statements to the Board directly.
  - B. Board of Trustees Work Session September 21, 2021, at 6:00 pm for Budget Discussion**
- VI. TOWN MANAGER REPORT**
- VII. CONSENT AGENDA**

*The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or any Board Member may ask that an item be removed from the Consent Agenda for individual consideration.*

  - A. Expenditures**  
Approval of Bills from Various Town Funds – August 5, 2021 – August 18, 2021
  - B. Minutes**  
Minutes from August 10, 2021, Regular Board Meeting
- VIII. PUBLIC COMMENT**

***Please keep comments to 3 MINUTES OR LESS, and state your name and address. Neither the Board of Trustees nor staff will respond to comments at this time. The Board may direct staff to look into specific comments to bring back as an Agenda item at a future meeting.***

## IX. PUBLIC HEARING I

### A. Vintners Restaurant Liquor License Application

*The Board of Trustees will consider a Vintners Restaurant liquor license for the property located at 787 37 3/10 Road, as applied for by Ten-Acre Winery, LLC.*

1. Staff Presentation
2. Applicant Presentation
3. Public Comment (*Please keep comments to 3 minutes or less and state your name and address*)
4. Board Discussion
5. Applicant Closing Remarks
6. Decision – *Motion, Second, Rollcall Vote*

## X. PUBLIC HEARING II

### A. PRO 2021-15 Colterris Wine Bar and Museum Variance

*Serving as the Board of Adjustment for the Town of Palisade, the Board of Trustees will consider an application for a variance from the Palisade Land Development Code (LDC) to allow for a five (5) foot rear yard setback where ten (10) feet is required and to allow for an eight (8) foot high fence where not more than six (6) feet in height is permitted, for the property located at 244 West 3<sup>rd</sup> Street, as applied for by High Country Orchards, LLC.*

1. Staff Presentation
2. Applicant Presentation
3. Public Comment (*Please keep comments to 3 minutes or less and state your name and address*)
4. Board Discussion
5. Applicant Closing Remarks
6. Decision – *Motion, Second, Rollcall Vote*

## XI. NEW BUSINESS

### A. Ordinance 2021-07 Amending Ordinance No. 2020-08 Vacating A Portion Of Peach Avenue North Of Third Street And Reserving A Utility Easement.

*The Board of Trustees will consider extending the deadline for High Country Orchards, LLC to apply for a building permit at 244 W 3<sup>rd</sup> Street as set forth in Ordinance 2020-08.*

1. Staff Presentation
2. Board Discussion
3. Decision – *Motion, Second, Rollcall Vote*

### B. Lease of property from Union Pacific Railroad Railroad

*The Board of Trustees will consider entering into a lease with Union Pacific Railroad for 0.47 acres of property north of the railroad tracks for parking between Main and 1<sup>st</sup> Street.*

1. Staff Presentation
2. Board Discussion
3. Decision – *Motion, Second, Rollcall Vote*

### C. Conveyance of Parcel # 2941-032-10-016 from Mesa County

*The Board of Trustees will consider accepting .28 acres of property located at the end of Elberta Avenue from Mesa County*

1. Staff Presentation
2. Board Discussion
3. Decision – *Motion, Second, Rollcall Vote*

**D. Ordinance 2021-08 Extending The Temporary Moratorium On The Issuance Of Additional Retail Marijuana Store Licenses.**

*The Board of Trustees will consider extending the moratorium on the issuance of retail marijuana store licenses until March 31, 2022.*

1. Staff Presentation
2. Board Discussion
3. Decision – *Motion, Second, Rollcall Vote*

**E. Ordinance 2021-09 Amending Chapter 14, Section 14-41 of the Palisade Municipal Code Regarding Regulated Activities Within the Town of Palisade Watershed Protection District.**

*The Board of Trustees will consider restricting certain activities on the Palisade Watershed.*

1. Staff Presentation
2. Board Discussion
3. Decision – *Motion, Second, Rollcall Vote*

**XII. OPEN DISCUSSION**

*This is a chance for the Board of Trustees to voice concerns, opportunities, or other important topics, not on the Agenda. Each Trustee will be held to a limit of three minutes apiece to speak.*

**XIII. COMMITTEE REPORTS**

**XIV. ADJOURNMENT**



### **Congratulations to the Chambers and Staff**

.....on a Successful Peachfest Ice Cream Social and Festival!

Lots of hard work went into the planning of this 3 day event. Even with a day full of much needed rain, many residents came out for the annual peaches & ice cream social, dancing to the live music. The rain kept some folks away. The left over ice cream and peaches were donated to the fundraiser *Base Camp 40 – Warriors in the Wild* – this is a fundraiser for Veterans to participate in outdoor recreation and sports.

**Drought Conditions – PLEASE – Be Water Wise:** The western slope is in drought conditions. Please observe watering recommendations from DRIP – a regional organization for ‘wise watering.’

Please work to use 10% less irrigation water.

Please water in the evenings, not during the day.

Please check irrigation that water is not be sprayed on sidewalks instead of lawns.

### **Federal & State “Ear-Mark” Funding:**

The Town of Palisade submitted a request for funding for \$800,000 for the design & engineering of the consolidation of sewer to Clifton Sanitation District. This project did make the request list and has been submitted by the State Senators for funding.

The Town has submitted a request for funding of \$1 M for the construction of a clinic. This project is on the request list submitted by the State Senators for funding. Announcement date is December.

### **Estimated Time-Line of on-going Projects with Grant Funding:**

#### **September – December 2021**

1. Clifton Sanitation District IGA and USDA grant/loan completion
2. Receive bids for asbestos remediation at old high school – prepare & publish RFP for demolition of old high school
3. October – CDOT to give final approval on design – then RFP will be published for Highway 6 construction bids.
4. Working with CDOT on lease agreement for land northeast of Highway 6 bridge – the town will lease the area, remove tamarisk & Russian olive, create a boat ramp and small parking area. The area will stay native river bank.
5. TAP Grant Sidewalks – surveying has started for the sidewalks on the frontage road to the high school.
6. Winefest September 11 & 12

**January – March 2022**

1. TAP Grant: Complete engineering design for sidewalks to high school
2. Demolition work of Old High School

**Total of Grant Funding for Town Improvements & Projects from 2018-present: \$2,570,091**

- Marketing Grant – team with Fruita & TAB - \$25,000 with \$10,000 match
- Street Leaf Vacuum - \$67,781.00 no match
- Commercial Wood Chipper: \$37,310 no match
- Fire Brush Truck -Federal Mineral Lease Grant - \$140,000 with 60% match
- DOLA Sewer Study Grant: \$50,000 with 50% match
- Riverbend Park – Tamarisk & Russian Olive Mitigation Grant - \$20,000
- MMOF Grant for Highway 6 - \$912,000 with 50% match
- Detached Sidewalk Highway 6 - \$100,000 Main Street grant – no match
- TAP Grant for Sidewalks to Palisade High School - \$1 million with 20% match
- Parklets for Palisade Businesses – CARES Act Funding - \$120,000
- Main Street Grant - \$50,000
- Bus Stop on 2<sup>nd</sup> Street & Historic Scale feature - \$25,000 GOCO Grant
- Purchase of Public Parking Lot on 2<sup>nd</sup> & Main - \$100,000 GOCO Grant



175 E 3<sup>rd</sup> Street  
P.O. Box 128  
Palisade, CO 81526

Phone: (970) 464-5602  
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## EXPENDITURES - APPROVAL BY DEPARTMENT

Council Meeting Date – Aug 24 , 2021

Date Range of Payables – Aug 5, 2021 – Aug 18, 2021

Report Criteria:

- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.
- Invoice Detail.Input date = 08/05/2021-08/18/2021

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AFLAC INSURANCE	PR0807210	AFLAC Pre-tax Pay Period: 8/7/2	08/13/2021	200.70	.00		
AFLAC INSURANCE	PR0807210	AFLAC After-Tax Pay Period: 8/7/	08/13/2021	55.80	.00		
COLORADO DEPT OF REVENU	PR0807210	State Withholding Tax Pay Period	08/13/2021	2,589.00	.00		
COLORADO STATE TREASURE	PR0807211	State Unemployment Tax Pay Per	08/13/2021	242.71	.00		
FICA/MED/ P/R TAXES	PR0807212	Medicare Pay Period: 8/7/2021	08/13/2021	1,164.31	.00		
FICA/MED/ P/R TAXES	PR0807212	Medicare Pay Period: 8/7/2021	08/13/2021	1,164.31	.00		
FICA/MED/ P/R TAXES	PR0807212	Social Security Pay Period: 8/7/2	08/13/2021	3,558.94	.00		
FICA/MED/ P/R TAXES	PR0807212	Social Security Pay Period: 8/7/2	08/13/2021	3,558.94	.00		
FICA/MED/ P/R TAXES	PR0807212	Federal Withholding Tax Pay Peri	08/13/2021	6,966.05	.00		
FIRE AND POLICE PENSION	PR0807210	FPPA Police DD Pay Period: 8/7/	08/13/2021	576.35	.00		
FIRE AND POLICE PENSION	PR0807210	Fire Pension Pay Period: 8/7/202	08/13/2021	130.56	.00		
FIRE AND POLICE PENSION	PR0807210	Fire Pension Pay Period: 8/7/202	08/13/2021	176.64	.00		
FIRE AND POLICE PENSION	PR0807210	Police Pension Pay Period: 8/7/2	08/13/2021	1,633.02	.00		
FIRE AND POLICE PENSION	PR0807210	Police Pension Pay Period: 8/7/2	08/13/2021	2,209.37	.00		
FIRE AND POLICE PENSION	PR0807210	FPPA Fire DD Pay Period: 8/7/20	08/13/2021	46.08	.00		
FIRE AND POLICE PENSION	PR0807210	FPPA 457 Pay Period: 8/7/2021	08/13/2021	50.00	.00		
ICMA TRST 401 - 107074	PR0807210	ICMA 401K Pay Period: 8/7/2021	08/13/2021	1,932.58	.00		
ICMA TRST 401 - 107074	PR0807210	ICMA 401K Pay Period: 8/7/2021	08/13/2021	1,932.58	.00		
ICMA TRST 457 - 304721	PR0807210	ICMA 457 Pay Period: 8/7/2021	08/13/2021	100.00	.00		
LINCOLN NATIONAL	PR0807211	Life Insurance - LN Pay Period: 8	08/13/2021	222.00	222.00	08/13/2021	
FAMILY SUPPORT REGISTRY	PR0807211	FIPS 056888833 Garnishment P	08/13/2021	342.07	342.07	08/13/2021	
MUTUAL OF OMAHA INSURANC	PR0807211	LTD - MOA Pay Period: 8/7/2021	08/13/2021	310.72	.00		
RECREATION PROGRAM REFU	DEPSOIT REF	COMM CENTER REFUND	07/30/2021	250.00	.00		
CIGNA HEALTHCARE	PR0807211	Health and Dental Insurance Cig	08/13/2021	154.45	.00		
CIGNA HEALTHCARE	PR0807211	Health and Dental Insurance Cig	08/13/2021	103.45	.00		
CIGNA HEALTHCARE	PR0807211	Health and Dental Insurance Cig	08/13/2021	125.73	.00		
CIGNA HEALTHCARE	PR0807211	Health and Dental Insurance Cig	08/13/2021	554.00	.00		
CIGNA HEALTHCARE	PR0807211	Health and Dental Insurance Cig	08/13/2021	92.28	.00		
CIGNA HEALTHCARE	PR0807211	Health and Dental Insurance Cig	08/13/2021	139.60	.00		
ANTHEM BLUE CROSS AND BL	PR0807211	Vision Insurance Vision Employe	08/13/2021	81.99	81.99	08/13/2021	
ANTHEM BLUE CROSS AND BL	PR0807211	Vision Insurance Vision Employe	08/13/2021	21.15	21.15	08/13/2021	
ANTHEM BLUE CROSS AND BL	PR0807211	Vision Insurance Vision Employe	08/13/2021	11.99	11.99	08/13/2021	
ANTHEM BLUE CROSS AND BL	PR0807211	Vision Insurance Vision Employe	08/13/2021	11.48	11.48	08/13/2021	
<b>Total :</b>				<b>30,708.85</b>	<b>690.68</b>		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>ADMINISTRATION</b>							
CAPITAL BUSINESS SYSTEMS	29811294	COPIER LEASE	08/02/2021	553.00	.00		
QUADIENT LEASING	N8979344	POSTAGE MACHINE LEASE	07/29/2021	297.72	.00		
OFFICE DEPOT	184900123001	OFFICE SUPPLY - ADMIN	07/29/2021	86.21	.00		
OFFICE DEPOT	184900123002	OFFICE SUPPLY - ADMIN	08/10/2021	6.96	.00		
OFFICE DEPOT	188510886001	OFFICE SUPPLY - ADMIN	08/10/2021	51.75	.00		
PROVELOCITY LLC	31594	INFORMATION TECHNOLOGY	08/01/2021	6,888.00	.00		
CENTURY LINK	AUG 2021	9016 - ADMIN. FAX	08/01/2021	109.38	.00		
XCEL ENERGY	AUG 2021	ADMINISTRATION LIGHTS	08/10/2021	589.10	.00		
CHARTER COMMUNICATIONS	000820072121	INTERNET GYM	07/21/2021	152.97	.00		
KARP NEU HANLON, PC	31428	GENERAL PROFESSIONAL SER	08/03/2021	4,526.00	.00		
WILLIAM CARLSON	07192021	CONFERENCE - MILEAGE	07/19/2021	175.84	.00		
COLUMN SOFTWARE, PBC	4E284DA7-005	PUBLIC NOTICE - RFP - STREE	08/04/2021	47.52	.00		
SPECTRUM ENTERPRISE	108289601080	IT CHARGES - FACILITIES	08/01/2021	119.99	.00		
Total ADMINISTRATION:				13,604.44	.00		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>COMMUNITY DEVELOPMENT</b>							
COLUMN SOFTWARE, PBC	4E284DA7-005	PUBLIC HEARING NOTICE	08/04/2021	20.06	.00		
COLUMN SOFTWARE, PBC	4E284DA7-005	PUBLIC HEARING NOTICE	08/05/2021	16.94	.00		
Total COMMUNITY DEVELOPMENT:				37.00	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>RECREATION</b>							
OFFICE DEPOT	188551489001	PARKS & REC PROJECTS	08/10/2021	589.95	.00		
GRAND VALLEY PUBLIC RADIO	INV-80431	PALISADE PLUNGE ADVERTISI	07/31/2021	100.00	.00		
RICK RH COSBY	PSM 08222021	SUNDAY MARKET ENTERTAINM	08/18/2021	500.00	.00		
EARL HALLADAY	08152021 SUN	SUNDAY MARKET ENTERTAINM	08/13/2021	250.00	250.00	08/13/2021	
WILL & GONZALES, LLC	PEACHSTREE	ICE CREAM SOCIAL ENTERTAI	07/22/2021	500.00	500.00	08/18/2021	
Total RECREATION:				1,939.95	750.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>POLICE</b>							
CITY OF GRAND JUNCTION	2021-00078119	911 CHARGES PD	08/02/2021	8,799.50	.00		
JIM DIBLE OIL COMPANY	113338	POLICE DEPT - GAS / DIESEL	07/23/2021	238.08	.00		
JIM DIBLE OIL COMPANY	113415	POLICE DEPT - GAS / DIESEL	07/29/2021	225.99	.00		
JIM DIBLE OIL COMPANY	113497	POLICE DEPT - GAS / DIESEL	08/06/2021	253.89	.00		
CENTURY LINK	AUG 2021	1343 - PD INTOXICATOR PORTI	08/01/2021	35.00	.00		
CENTURY LINK	AUG 2021	1343 - TOWN HALL INTERNET-R	08/01/2021	160.42	.00		
VERIZON WIRELESS	9884182084	POLICE DEPARTMENT CELL PH	07/15/2021	529.24	.00		
VERIZON WIRELESS	9884182084	PD BLUETREE MODEM	07/15/2021	360.09	.00		
COOP COUNTRY	243082	PD CAR WASH	08/04/2021	3.34	.00		
COOP COUNTRY	243083	PD CAR WASH	08/04/2021	3.02	.00		
COOP COUNTRY	243084	PD CAR WASH	08/04/2021	2.05	.00		
<b>Total POLICE:</b>				<b>10,610.62</b>	<b>.00</b>		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>CEMETERY</b>							
GOODWIN SERVICE, INC.	98253	TOILET CLEANING - CEMETER	08/01/2021	90.00	.00		
JIM DIBLE OIL COMPANY	113338	CEMETERY - GAS / DIESEL	07/23/2021	57.08	.00		
JIM DIBLE OIL COMPANY	113415	CEMETERY - GAS / DIESEL	07/29/2021	58.41	.00		
JIM DIBLE OIL COMPANY	113497	CEMETERY - GAS / DIESEL	08/06/2021	69.54	.00		
XCEL ENERGY	AUG 2021	CEMETERY LIGHTS	08/10/2021	204.82	.00		
Total CEMETERY:				479.85	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>FIRE / EMS</b>							
CITY OF GRAND JUNCTION	2021-00078119	911 CHARGES FD	08/02/2021	2,407.41	.00		
CLIFTON FIRE PROTECTION	21-07-003	MEDICAL SUPPLIES	07/29/2021	187.37	.00		
CLIFTON FIRE PROTECTION	21-07-004	CONTRACT ADMIN SERVICES	08/02/2021	5,000.00	.00		
JIM DIBLE OIL COMPANY	113338	FIRE/EMS GAS & DIESEL	07/23/2021	147.59	.00		
JIM DIBLE OIL COMPANY	113415	FIRE DEPT - GAS / DIESEL	07/29/2021	208.96	.00		
JIM DIBLE OIL COMPANY	113497	FIRE DEPT - GAS / DIESEL	08/06/2021	298.74	.00		
PROVELOCITY LLC	31143	PD - SMALL EQUIPMENT	07/28/2021	4,250.00	.00		
CENTURY LINK	AUG 2021	4735 - FIRE INTERNET	08/01/2021	163.41	.00		
CENTURY LINK	AUG 2021	9913 - FIRE ALARM	08/01/2021	197.62	.00		
CENTURY LINK	AUG 2021	0032 DATA - FIRE ALERT SYS.	08/01/2021	375.00	.00		
CENTURY LINK	AUG 2021	0032 PHONE - FIRE ALERT SYS.	08/01/2021	2,055.78	.00		
VERIZON WIRELESS	9884182084	FIRE DEPT / CHIEF	07/15/2021	97.54	.00		
XCEL ENERGY	AUG 2021	FIRE/EMS LIGHTS	08/10/2021	1,008.85	.00		
DEEP SOUTH FIRE TRUCKS IN	FIRE TENDER	FIRE TENDER	08/13/2021	30,000.00	.00		
Total FIRE / EMS:				46,398.27	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>EMS</b>							
COOP COUNTRY	243085	STREETS / PARKS SHARED CO	08/04/2021	2.00	.00		
COOP COUNTRY	243086	STREETS / PARKS SHARED CO	08/04/2021	2.00	.00		
COOP COUNTRY	243087	STREETS / PARKS SHARED CO	08/04/2021	2.00	.00		
COOP COUNTRY	243088	STREETS / PARKS SHARED CO	08/04/2021	2.00	.00		
Total EMS:				8.00	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>STREETS</b>							
ADCOCK CONCRETE INC.	7691	3rd & MAIN - GRANT FUNDED	08/02/2021	3,660.00	.00		
COLORADO LOGOS	112751245	I 70 EXIT 42	08/11/2021	900.00	.00		
COLORADO LOGOS	112751247	I 70 EXIT 44	08/11/2021	900.00	.00		
COLORADO LOGOS	112766794	US 6 38 ROAD	08/11/2021	500.00	.00		
JIM DIBLE OIL COMPANY	113338	STREETS - GAS / DIESEL	07/23/2021	142.71	.00		
JIM DIBLE OIL COMPANY	113415	STREETS - GAS / DIESEL	07/29/2021	146.01	.00		
JIM DIBLE OIL COMPANY	113497	STREETS - GAS / DIESEL	08/06/2021	173.84	.00		
UPLAND GRAVEL	3352	ROAD BASE/ROCK	08/04/2021	142.40	.00		
WESTERN IMPLEMENT	IN53806	HEAVY EQUIP. REPAIR - STREE	08/05/2021	298.80	.00		
XCEL ENERGY	AUG 2021	STREET LIGHTS	08/10/2021	3,580.92	.00		
XCEL ENERGY	AUG 2021	STREET LIGHTS	08/10/2021	104.21	.00		
XCEL ENERGY	AUG 2021	307 MAIN -CHARGING STATION	08/10/2021	27.40	.00		
ACCURATE CONCRETE CUTTIN	25472	STREET & CROSSWALK WORK	07/26/2021	295.00	.00		
Total STREETS:				10,871.29	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>WATER</b>							
FERGUSON US HOLDINGS, INC	1238432-1	WATER SUPPLIES	08/10/2021	634.88	.00		
FERGUSON US HOLDINGS, INC	1254581	WATER SUPPLIES	08/12/2021	109.60	.00		
JIM DIBLE OIL COMPANY	113338	WATER - GAS / DIESEL	07/23/2021	199.79	.00		
JIM DIBLE OIL COMPANY	113415	WATER - GAS / DIESEL	07/29/2021	204.42	.00		
JIM DIBLE OIL COMPANY	113497	WATER - GAS / DIESEL	08/06/2021	243.38	.00		
MOUNTAIN PEAK CONTROLS	29248	WATER PLANT REPAIR COMMU	07/31/2021	1,583.00	.00		
CENTURY LINK	AUG 2021	7148 - CARETAKER RESERVOI	08/01/2021	63.89	.00		
STATE OF COLORADO	FGD20210637	SAFE DRINKING WATER PROG	08/02/2021	465.00	.00		
UTE WATER CONSERVANCY	PAL821	SOURCE WATER ANALYSIS	08/09/2021	50.00	.00		
UTILITY NOTIFICATION	221071084	RTL TRANSMISSIONS	07/31/2021	102.96	.00		
VERIZON WIRELESS	9884182084	PUBLIC WORKS CELL PHONES	07/15/2021	146.38	.00		
VERIZON WIRELESS	9884182084	PUBLIC WORKS CELL PHONES	07/15/2021	155.89	.00		
WASTE MANAGEMENT INC -	1707237-0576-	WATER - OVERAGES	07/29/2021	60.00	.00		
WRIGHT WATER ENGINEERS	60282	WATER PLANT INSPECTION	02/27/2021	2,999.99	.00		
XCEL ENERGY	AUG 2021	WATER LIGHTS	08/10/2021	114.78	.00		
XCEL ENERGY	AUG 2021	175 1/2 E. 3RS - BULK WATER S	08/10/2021	10.63	.00		
COLORADO CSG II LLC	5B37FB4D	SUBSCRIBER - WATER	07/22/2021	1,337.69	.00		
LEMON, MATT	FBP08112021	FLEX BENEFIT PLAN	08/11/2021	288.09	.00		
Total WATER:				8,770.37	.00		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>SEWER PLANT</b>							
JIM DIBLE OIL COMPANY	113338	SEWER - GAS / DIESEL	07/23/2021	57.08	.00		
JIM DIBLE OIL COMPANY	113415	SEWER - GAS / DIESEL	07/29/2021	58.40	.00		
JIM DIBLE OIL COMPANY	113497	SEWER - GAS / DIESEL	08/06/2021	69.54	.00		
CENTURY LINK	AUG 2021	1319 - SEWER & CALL OUT	08/01/2021	155.90	.00		
XCEL ENERGY	AUG 2021	SEWER LIGHTS	08/10/2021	128.12	.00		
XCEL ENERGY	AUG 2021	661 BRENTWOOD DR	08/10/2021	11.30	.00		
COLORADO CSG II LLC	5B37FB4D	SUBSCRIBER - SEWER	07/22/2021	668.84	.00		
Total SEWER PLANT:				1,149.18	.00		

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
WASTE MANAGEMENT INC -	1707237-0576-	DUMPSTER SERVICE	07/29/2021	1,443.30	.00		
WASTE MANAGEMENT INC -	1707461-0576-	GARBAGE SERVICE	08/02/2021	15,109.75	.00		
Total :				16,553.05	.00		

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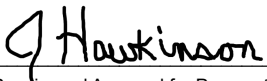
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>PARKS</b>							
GOODWIN SERVICE, INC.	98253	TOILET CLEANING - RIVERBEN	08/01/2021	180.00	.00		
GOODWIN SERVICE, INC.	98253	TOILET CLEANING-BIKE TREK	08/01/2021	90.00	.00		
GOODWIN SERVICE, INC.	98253	TOILET CLEANING - VAULTS/RI	08/01/2021	450.00	.00		
JIM DIBLE OIL COMPANY	113338	PARKS - GAS / DIESEL	07/23/2021	114.17	.00		
JIM DIBLE OIL COMPANY	113415	PARKS - GAS / DIESEL	07/29/2021	116.81	.00		
JIM DIBLE OIL COMPANY	113497	PARKS - GAS / DIESEL	08/06/2021	139.07	.00		
CENTURY LINK	AUG 2021	1207 - RIVERBEND PARK	08/01/2021	125.44	.00		
WASTE MANAGEMENT INC -	1707237-0576-	PARK - OVERAGES	07/29/2021	60.00	.00		
XCEL ENERGY	AUG 2021	PARKS LIGHTS	08/10/2021	540.95	.00		
Total PARKS:				1,816.44	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>POOL</b>							
CENTURY LINK	AUG 2021	1067 - POOL INTERNET	08/01/2021	155.90	.00		
XCEL ENERGY	AUG 2021	POOL LIGHTS	08/10/2021	1,979.01	.00		
CEM SALES & SERVICE	154940	POOL CHEMICALS	08/03/2021	225.70	.00		
Total POOL:				2,360.61	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>FACILITIES</b>							
CURRENT SOLUTIONS, LLC.	9965	CCTV/ACCESS CONTROL SYS	08/04/2021	130.00	.00		
CURRENT SOLUTIONS, LLC.	9992	TOWN HALL CAMERA	08/05/2021	85.00	.00		
GUSTAVO ORTIZ	TP-08 2021	JANITORIAL SERVICES	08/16/2021	1,340.00	.00		
XCEL ENERGY	AUG 2021	FACILITIES LIGHTS	08/10/2021	239.91	.00		
XCEL ENERGY	AUG 2021	711 IOWA - GYM	08/10/2021	1,190.89	.00		
CIGNA HEALTHCARE	PR0807211	Health and Dental Insurance Cig	08/13/2021	59.15	.00		
Total FACILITIES:				3,044.95	.00		
Grand Totals:				148,352.87	1,440.68		

Finance Director:   
 (Finance Department Review and Approval for Payment)

Date: 8/19/2021

Town Manager:   
 (Administrative Review and Approval for Payment)

Date: 8.20.2021

Mayor: \_\_\_\_\_  
 (Board of Trustees Review and Approval for Payment)

Date: \_\_\_\_\_

Town Clerk: \_\_\_\_\_  
 (Document Recorded)

Date: \_\_\_\_\_

Report Criteria:

- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.
- Invoice Detail.Input date = 08/05/2021-08/18/2021



**MINUTES OF THE REGULAR MEETING OF THE  
PALISADE BOARD OF TRUSTEES  
August 10, 2021**

The regular meeting of the Board of Trustees for the Town of Palisade was called to order at 6:00 p.m. by Mayor Gregg Mikolai with Trustees present: Thea Chase, Jamie Sommerville, Bill Carlson, and Susan L'Hommedieu. Trustees Ellen Turner and Nicole Maxwell were absent. A quorum was declared. Also in attendance were Town Attorney Jim Neu, Community Development Director Brian Rusche, Town Manager Janet Hawkinson, Police Chief Debra Funston, Finance Director Travis Boyd, Utilities Director Matt Lemon, Parks, Recreation and Events Director Troy Ward, and Administrative Assistant Deb Mattson.

**AGENDA ADOPTION**

*Motion #1* by Trustee Sommerville, seconded by Trustee L'Hommedieu, to approve the agenda as presented.

A voice vote was requested  
Motion carried unanimously

**TOWN MANAGER REPORT**

Town Manager Janet Hawkinson reviewed her report. The Town of Palisade was awarded a \$100,000 Main Street grant for a detached sidewalk on Highway 6 adjacent to the fire station. The old high school asbestos remediation is up for bid, and demo contract bids are due by August 27, 2021, at 1:00 p.m.

**CONSENT AGENDA**

*The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board members may ask that an item be removed from the Consent Agenda for individual consideration.*

- **Expenditures**  
Approval of Bills from Various Town Funds -July 23, 2021 – August 4, 2021
  
- **Minutes**  
Minutes from July 27, 2021, Board Meeting

*Motion #2* by Trustee Sommerville, seconded by Trustee Carlson, to approve the Consent Agenda as presented.

A roll call vote was requested.

Yes: Mayor Mikolai, Trustee Sommerville, Mayor Pro-Tem Chase, Trustee Carlson, Trustee L'Hommedieu

No:

Absent: Trustee Turner, Trustee Maxwell

Motion Carried.

### **PUBLIC COMMENT**

*Dave Chrisney 917 Square Ct. Fruita, stated that he is one of the many volunteers working with New Dimensions classes and would like representatives from Fruita, Grand Junction, and Palisade for their class on October 7, 2021, at 6:30 p.m. Mayor Mikolai volunteered to be the representative from the Board to participate in this class.*

*Sean Tallant 3819 N River Rd. stated that the speeding on North River Rd. is ridiculous, and the happy face speed monitoring signs are not working. He is worried about the safety of the many bike riders on the road.*

### **PUBLIC HEARING I**

#### **PRO 2021-13 – Happy Camper Relocation - Conditional Use Permit (C.U.P.) and Minor Subdivision For a Retail Marijuana Store at 400 Wine Valley Road**

Mayor Mikolai opened the public hearing at 6:16 p.m.

Community Development Director Rusche reviewed his staff report, clarifying the findings of fact, and recommended conditions of approval.

1. That the application will not materially endanger the public health or safety if located where proposed and developed according to the plans as submitted and approved.

*The proposed retail marijuana store would be located on Wine Valley Road, which has been designed and partially built to current development standards, inclusive of sidewalks. More than twice the amount of required parking is provided based on the square footage of the store (using Table 10.1) with sufficient area for additional parking if necessary.*

*The proposed use is limited to a retail marijuana store and does not include any growing of marijuana on site. Its location is adjacent to an already approved drive-through restaurant as well as other existing auto-oriented uses and accessible via a public street, the extension of which will be paid for by the owner and not the Town, which makes the property immediately accessible to I-70, as this type of use attracts visitors from out of Town. The site includes parking areas that provide a greater amount than the required number of spaces under the Land Development Code, with all parking happening onsite.*

*One of the proposed conditions would include the approval of a landscape design, including ensuring the use of xeric landscaping.*

*CDOT and the applicant's engineer have been coordinating on obtaining an access permit, as required due to a projected increase in existing traffic volume indicated by the prepared traffic study; this increase, however, does not warrant physical changes to the intersection according to the traffic study.*

2. That the application meets all required specifications and conforms to the standards and practices of sound land use planning and other applicable regulations.

*The applicant shall comply with all required specifications and standards within the Land Development Code. The proposed use appears substantially compliant with parking, landscaping, trash containments, lighting, and all other required sections of the Land Development Code, based on the submitted site plan.*

*The retail marijuana store shall comply with the above-required standards for a retail marijuana establishment found in the Town of Palisade Marijuana Code and all applicable regulations of the State of Colorado.*

*The design of the proposed store is a low-rise building utilizing earth-tone colors and accents to ensure that it blends into the high-desert landscape. An outdoor patio area (shown on the elevations) is provided in front of the store, like that found at the existing Happy Camper location.*

3. That the application will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses.

*The property is currently a vacant commercial lot and has been vacant for some time. The development of the Golden Gate convenience store has undoubtedly increased the value of the remaining undeveloped commercial property due to the construction of public infrastructure. The establishment of complementary uses along the Wine Valley Road corridor will increase the value of the remaining parcels.*

*The nearest residential property to the east would remain separated from the proposed retail marijuana store by approximately two (2) acres of undeveloped commercial property. To the south, the residential Willow Tree Subdivision is separated by a canal with roads on both sides, a strip of undeveloped commercial property, and Wine Valley Road. As noted earlier, there will not be marijuana grown onsite. The L.D.C. requires the property to remain free of odors.*

4. That the application will not adversely affect the adopted plans and policies of the Town or violate the character of existing standards for development of the adjacent properties.

*The Comprehensive Plan (2007) predates the incorporation of the subject property into the Town limits. Nevertheless, it notes in Desired Future Condition – Policy 7: "For the area near I-70 Exit 42, encourage commercial development on vacant or undeveloped land that is consistent with preserving the agricultural character and an attractive entry into Palisade."*

*Prior to the annexation of the property in 2017, Mesa County had designated this area around Exit 42 as commercial, but it had historically been underutilized, and there does not appear to be any agricultural production present in the decade between the 2007 Comprehensive Plan and the 2017 annexation and development of the Golden Gate convenience store, based upon a review of available aerial photos.*

*There are two distinct neighborhoods at Exit 42, with the west side of Elberta being more agricultural in look and feel (i.e., gravel roads, large acreage sizes, active agricultural uses) and the east side of Elberta being more highway convenience-oriented (i.e., a new road with sidewalk, ample paved parking, new buildings but with historical aesthetics).*



*The duly adopted Hospitality Retail zone was established to provide hospitality and retail development along I-70 in the vicinity of Exit 42, in a pedestrian-oriented village or mall environment, compatible with the character of the adjacent historic neighborhoods and existing uses. A retail marijuana store may be considered via this conditional use permit process in this zone. All retail marijuana applications must comply with all necessary standards within the adopted Marijuana Code and Land Development Code.*

**Staff recommended the following conditions be included in the recommendation on this application:**

1. The conditional use permit approval is based on the submitted plans, along with the supporting documents submitted with the application. No expansion of the area or use shall occur without the consideration and approval of the Board of Trustees. Development of any expansion shall be reviewed as an amendment to the approved conditional use permit and shall be subject to the notice and hearing procedures and standards which governed the initial approval, except that minor deviations may be approved by the Community Development Director pursuant to L.D.C. Section 4.07.G.1.
2. The site plan for this use shall be reviewed by the Town administratively as per Section 4.06 of the Land Development Code. The applicant shall adequately address any comments that arise from the administrative review or from the public hearing. Any improvements to the building (structural, electrical, fire suppression, plumbing, and building) associated with this use require planning clearances and building permits before improvements commence; furthermore, a final occupancy shall not be issued until the applicant has demonstrated to the satisfaction of the Town this use will comply with all applicable building and fire codes.
3. No marijuana cultivation is permitted unless approved through a separate conditional use permit.
4. No "pole sign" shall be permitted that would be visible from either direction on I-70. Other signage, including wall and/or monument signs, shall meet the requirements of the L.D.C. and Municipal Code. The term "cannabis" may not be used for exterior signage as per Section 6-129(a) of the Palisade Municipal Code.
5. The Conditional Use Permit is subject to a one-year review by the Town Board of Trustees. However, the Board may review the C.U.P. at any time if complaints are received and the Board determines that the use and the associated operations are unreasonably impacting adjoining properties.
6. The Conditional Use Permit shall only be valid in conjunction with a retail marijuana license issued by the Town of Palisade.
7. The Conditional Use Permit shall only be valid in conjunction with a Business License issued by the Town of Palisade.
8. The Conditional Use Permit shall become null and void if the use is discontinued for 12 consecutive months.
9. The owner or operator of the retail marijuana store shall adhere to the "Right to Farm" ordinance - specifically Section 7-173 of the Municipal Code.
10. A final landscaping design will be required and shall make use of xeric/water-wise landscaping principles.
11. An Access Permit shall be required from the Colorado Department of Transportation (CDOT), per the recommendations found in the traffic study. Any improvements at the intersection of Elberta Avenue and Wine Valley Road that are required by either CDOT or the Town Engineer will be the responsibility of the applicant and not the Town of Palisade.
12. The associated minor subdivision shall receive final approval by the Community Development Director and shall be recorded prior to receiving a Certificate of Occupancy for the building.

13. The design of public infrastructure in Wine Valley Road shall be approved by the Town Engineer, and infrastructure shall be completed prior to issuance of a Certificate of Occupancy (C.O.) for the building. A Subdivision Improvements Agreement may be recorded by the Town pursuant to the Land Development Code to ensure the completion of these improvements.

Colleen Scanlon-Maynard, representing the applicant H.C. Properties, L.L.C., and their landscape architect Ted Ciavonne gave a PowerPoint presentation explaining why they were requesting the Conditional Use Permit (C.U.P.), the reasons for wanting to move their business, and how they feel they meet the requirements of the Land Development Code.

Mayor Mikolai opened the hearing to public comment.

*David Edwards 3781 Granada Drive #30*, read a letter that will be a permanent attachment to these minutes.

*Holly Butler 305 Main Suite #102* Assistant Director of the Chamber of Commerce believes Happy Camper has a positive impact on the community and that the application meets all requirements of the Land Development Code. The Chamber of Commerce plans to put a kiosk on the property when the proposed building of Happy Camper is completed.

*Julianne Adams 3839 G Rd.* requested approval of the application and believes Happy Camper has met all conditions of the C.U.P. process.

*Tim Boyle, 3845 N River Rd.* is in support of Happy Camper's move. Mr. Boyle feels it will improve traffic on N River Road as well as improving traffic elsewhere in Town.

Mayor Mikolai opened the hearing to Board comment.

*Trustee Sommerville* stated he believes the application meets the criteria of the Land Development Code; however, he is concerned about lumping together the subdivision and C.U.P.

*Trustee L'Hommedieu* had concerns about traffic in the proposed area and if their proposed parking would accommodate recreational vehicles and semi-trucks. Kari McDowell Schroeder, Traffic and Transportation Engineer with McDowell Engineering, explained the data included in the traffic study and noted that operationally, the volume levels of traffic would not be a concern.

*Mayor Pro-Tem Chase* asked for clarification on the procedure for the two items being discussed during the public hearing. Community Development Director Rusche and Town Attorney Neu explained the reason behind considering both items together. Mayor Pro-Tem Chase went on to state that she feels public comment sent via email should require the sender to include their Palisade home or business address. She inquired if cultivation would be allowed in the future, even though the applicants stated they would not have any cultivation on the property. Community Development Rusche stated that if the applicants want to start cultivation, they would be required to come before the Board with a new C.U.P.

*Trustee Carlson* asked what is the average time a customer takes at business. The applicant explained that online ordering takes 5 to 10 minutes for pick up. There is a different section for online ordering and new customers. Trustee Carlson was concerned about parking. The Happy Camper manager said that they do not foresee ever filling all 60 parking spots at one time.

Mayor Mikolai thanked the applicant for a very thorough presentation and for increasing parking for customers.

Applicant Colleen Scanlon-Maynard closed by explaining why they have designed such a large patio (aesthetics are pleasing) and that the business's goal is to have customers in and out within five minutes.

*Motion #3* by Trustee L'Hommedieu, seconded by Mayor Pro-Tem Chase, to approve PRO 2021-13 – Happy Camper Relocation - Conditional Use Permit (C.U.P.) and Minor Subdivision for a Retail Marijuana Store at 400 Wine Valley Road with the inclusion of all of the staff's recommendations.

A roll call vote was requested.

Yes: Trustee Sommerville, Mayor Pro-Tem Chase, Trustee Carlson, Trustee L'Hommedieu, Mayor Mikolai.

No:

Absent: Trustee Turner, Trustee Maxwell

Motion Carried.

Mayor Mikolai closed the Public Hearing at 7:35 p.m.

### **NEW BUSINESS**

#### ***Contract for Professional Services for the Demolition Project of the Old High School***

Town Manager Hawkinson asked the Board for approval of a contract for engineering services to provide bid documents, bid phase, and construction phase assistance for a demolition project to remove the three annex buildings. The 1939 Gymnasium will stay. Asbestos remediation will have to occur first.

Trustee L'Hommedieu asked about salvaging various items from the old high school for memorabilia purposes. Town Manager Hawkinson explained that she has been looking into what can be done to salvage things that have been requested, like chalkboards, banisters, and bricks.

*Motion #4* by Mayor Pro-Tem Chase, seconded by Trustee L'Hommedieu to approve a contract for professional services with J-U-B Engineers for the demolition project of the old high school.

A roll call vote was requested.

Yes: Mayor Pro-Tem Chase, Trustee Carlson, Trustee L'Hommedieu, Mayor Mikolai, Trustee Sommerville.

No:

Absent: Trustee Turner, Trustee Maxwell

Motion carried.

### **OPEN DISCUSSION**

Trustee Somerville addressed the move to not allow public participation via Zoom at meetings any longer and stated that those not able to appear in person are able to write letters and reassured the public that the Board reads all letters sent.

Mayor Mikolai informed the public that the meetings would be streamed live on YouTube moving forward. He agreed with Trustee Somerville about letters and reminded everyone that the Board

Chambers is A.D.A. compliant for those who wish to attend in person. Mayor Mikolai suggested creating a Zoom link for members of the public that are unable to attend meetings and having that link available upon request. ***The consensus of the Board is to move forward with a Zoom/Youtube hybrid platform for meetings.***

*Mayor Pro-Tem Chase* announced that she will not be able to attend the scheduled budget work session and asked if she could watch/listen to the meeting. Mayor Mikolai stated that staff would try to accommodate her request at the work session.

*Trustee L'Hommidieu* expressed her concern with traffic speeding on Main Street, as well as other side streets. She requested additional pedestrian crosswalks at the skate park and by the railroad tracks near McLeans Farms.

*Trustee Carlson* asked about the Town receiving copies of maps from Palisade Pipes and Laterals. Dave Edwards responded from the audience that they will provide them to Town staff.

### **COMMITTEE REPORTS**

Board members briefly explained the various meetings they had recently attended.

### **EXECUTIVE SESSION/ADJOURNMENT**

*Motion #5* by Trustee Somerville, seconded by Mayor Pro-Tem Chase to go into executive session for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) (Pending litigation: Drift 6 L.L.C. v. Town of Palisade, Case No. 2020CV030283).

A roll call vote was requested.

Yes: Trustee Carlson, Trustee L'Hommidieu, Mayor Mikolai, Trustee Sommerville, Mayor Pro-Tem Chase

No:

Absent: Trustee Turner, Trustee Maxwell

Motion carried.

Those present for the executive session were Mayor Mikolai, Trustees Somerville, Carlson, Mayor Pro-Tem Chase, and Town Manager Janet Hawkinson, and Town Attorney Jim Neu.

The Board came out of the executive session at 8:01 p.m.

*Motion #6* by Trustee L'Hommidieu, seconded by Mayor Pro-Tem Chase to adjourn the meeting at 8:02 p.m.

A voice vote was requested.

Motion carried unanimously.

X

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Greg Mikolai  
Mayor

X

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Deb Mattson  
Administrative Assistant

August 2, 2021

To: Planning Commission, Town of Palisade

Board of Trustees and Mayor, Town of Palisade

I served on the Board of Trustees as Mayor Pro Tem for eight years which included the years the citizens of Palisade approved the sale of marijuana.

I am proud of the two marijuana shops that have operated successfully within our town. Both Happy Camper as well as The Weedery have been upstanding citizens of our community. Both establishments have respected our way of life and have contributed actively to bettering our town.

The current proposal by Happy Camper to relocate its operations to Exit 42 along I-70 is well thought out, a beautiful addition to our town, respectful of all of the considerations we embedded in our town ordinances related to the sale of marijuana, and smart in a business perspective.

Others have provided you with ample testament to the character of Dan Sprague as owner/operator of Happy Camper. I add my own kudos regarding him. ( I equally respect the owner/operators of The Weedery.)

I would like in this letter to address the wisdom of approving the Happy Camper's Conditional Use request.

After The Weedery's proposal to purchase the Grande Rivery Winery was turned down, I proposed to local realtors that any objection that people in the community might have about locating marijuana retail operations to the West of Exit 42 could be met by locating such operations East of Exit 42 along I-70.

Palisade itself has to confront the reality that the City of Grand Junction has approved the retail sale of marijuana. Palisade will no longer monopolize retail marijuana sales from De Beque Canyon, west in Mesa County, as well as sales to residents of Eastern Utah, where there are no such operations.

Palisade derives a significant portion of its revenue from the sales of marijuana. It behooves Palisade to protect this revenue.

Happy Camper is proposing to relocate to an ideal location for both its own interests as well as the interests of the Town of Palisade.

I am, respectfully

Dave Edwards, former Trustee and Mayor pro tem, Town of Palisade



**PALISADE BOARD OF TRUSTEES**  
**Agenda Item Cover Sheet**

**Meeting Date:** August 24, 2021

**Presented By:** Keli Frasier, Town Clerk

**Department:** Clerk

**Re:** Ten-Acre Winery, LLC DBA: Grande River Vineyards, Vintners  
Restaurant License

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**SUBJECT:** On June 25, 2021, Dietrich Hoefner of Lewis Roca Rothgerber Christie LLP, representing the applicant Ten-Acre Winery, LLC, submitted an application for a Vintners Restaurant License for the property located at 787 37 3/10 Road in Palisade, Colorado.

**SUMMARY:** The application has been deemed complete, the appropriate fees have been paid to the Town of Palisade, and notice of Public Hearing was published in the Daily Sentinel on Saturday, August 14-15, 2021, and posted on the property on Thursday, August 12, 2021.

**BOARD DIRECTION:** Motion, second, and roll call vote to approve or deny the Vintners Restaurant License application at 787 37 3/10 Road as applied for by Richard and Jean Tally of Ten-Acre Winery, LLC.



**PALISADE BOARD OF TRUSTEES**  
**Staff Report**

**Meeting Date:** August 24, 2021

**Department:** Clerk

**Department Director:** Keli Frasier, Town Clerk

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**APPLICATION SUMMARY:** On June 25, 2021, Dietrich Hoefner of Lewis Roca Rothgerber Christie LLP, representing the applicant Ten-Acre Winery, LLC, submitted an application for a Vintners Restaurant License for the property located at 787 37 3/10 Road in Palisade, Colorado.

Colorado Liquor Retail License Applications must include the following:

- Applicant/Licensee Identity (completed)
- State sales tax license number listed (completed)
- License type identified (completed)
- Originals returned to the Town of Palisade (completed)
- A diagram of the premises no larger than 8 ½ x 11 (completed)
- Dimensions included on the premises diagram (completed)
- Separate diagram for each floor (completed)
- Proof of property possession (completed)
- Individual History Record for all individuals with more than 10% ownership (completed)
- Fingerprints taken and submitted to Colorado Fingerprinting (completed)
- Articles of Incorporation date stamped by the Colorado Secretary of State (completed)
- Certificate of Good Standing (completed)

Section 12-47-311 of the Colorado Revised Statutes/Colorado Liquor Code, **Public Notice-Posting and Publication** states:

- Upon receipt of an application, except an application for renewal or for transfer of ownership, the local licensing authority shall schedule a public hearing upon the application not less than thirty days from the date of the application and shall post and publish the public notice thereof not less than ten days prior to such hearing. Public notice shall be given by the posting of a sign in a conspicuous place on the premises for which application has been made and by publication in a newspaper of general circulation in the county in which the premises are located.

*The applicant submitted their application on June 25, 2021. A notice was placed in the Grand Junction Daily Sentinel of a Public Hearing on August 14-15, 2021, and a sign was posted on the property with the same information on August 12, 2021.*



- Notice given by posting shall include a sign of suitable material, not less than twenty-two inches wide and twenty-six inches high, composed of letters not less than one inch in height and stating the type of license applied for, the date of the application, the date of the hearing, and the name and address of the applicant, and such other information as may be required to fully apprise the public of the nature of the application. If the applicant is a partnership, the sign shall contain the names and addresses of all partners, and if the applicant is a corporation, association, or other organization, the sign shall contain the names and addresses of the president, vice-president, secretary, and manager or other managing officers.

*The posted sign is suitable for the State of Colorado's above requirements.*

- Notice given by publication shall contain the same information as that required for signs.
- If the building is not constructed at the time of the application, the applicant shall post the premises upon which the building is to be constructed in such a manner that the notice shall be conspicuous and plainly visible to the general public.

*The building at 787 37 3/10 Road is already constructed, and the sign was placed in plain view of 37 3/10 Road (AKA Grande River Drive).*

**The results of the investigation of this application are as follows:**

- The proposed premises for the Vintners Restaurant license is not within five hundred feet of any school.
- The applicant has paid for a "concurrent review" of the application. "Concurrent Review" allows the State of Colorado Liquor Licensing Division to review the application at the same time as the Town and therefore expedite the approval process. The only concern they communicated with the Clerk's office was that the existing Limited Winery license needed to be surrendered by the previous owner. The affidavit of surrender has been completed and submitted to the State, and no other concerns are anticipated at this time.
- Fingerprints were taken by Colorado Fingerprinting for all listed owners and sent to the Colorado Bureau of Investigations (CBI). All background checks were returned as satisfactory.
- The building plans and specifications appear to be a true representation of the facilities. A full inspection will be conducted by Town staff upon approval of the Colorado Department of Revenue Liquor Licensing Authority to verify that the premise complies with applicable building, health, and fire regulations.
- The licensed premises is not owned by the State or by any municipality. The building is not located within any distance restrictions established pursuant to CRS 44-3-313.
- Proof of possession of the premises has been provided.
- Colorado Revised Statutes 12-47-301 (2)(a) states that "before issuing a license all licensing authorities shall consider the reasonable requirements of the neighborhood, the desires of the adult inhabitants as evidenced by petitions, remonstrances, or otherwise, and all other reasonable restrictions that are or may be placed upon the neighborhood by the local licensing authority."

*The applicant has submitted a "neighborhood needs and desires" petition conducted by LiquorPros. The results are included in this packet. The Town Clerk's office provided the applicant a map showing a 500 ft radius of the property and included a list of all*

*homes/businesses within that radius.*

*There is no required number of signatures an applicant must obtain on a petition; however, the burden to show that the existing licenses in the area: 1) establish a need for the issuance of the requested license; and 2) that the desires of the inhabitants dictate the issuance of the license, rests with the applicant. As the Local Licensing Authority, the Board of Trustees will also be looking to ensure that a good and true sampling of the designated neighborhood was taken.*

- No comments from the public were submitted to the Town Clerk before this report was submitted to the Board of Trustees.
- This application was submitted to the Palisade Police Chief, Palisade Fire Chief, Palisade Community Development Director, and the Palisade Utilities Director for their review. Their responses were as follows:
  - *Palisade Police Chief Debra Funston – No questions or concerns at this time.*
  - *Palisade Fire Chief Charles Balke – No questions or concerns at this time.*
  - *Palisade Community Development Director, Brian Rusche – The property in question is zoned HR (Hospitality Retail), which permits uses including a restaurant and winery. If there is any interior remodeling of the existing building, it will require a Planning Clearance.*
  - *Utilities Director, Matt Lemon – No questions or concerns at this time.*
- Per Colorado Liquor Code 44-3-901 (6)(b), alcohol sales for ON premises consumption may occur any day of the week from 7:00 am – 2:00 am. Alcohol sales in sealed containers for OFF premises consumption may be sold from 8:00 am – 12:00 am any day of the week EXCEPT Christmas day.

**Per Colorado Liquor Code 44-3-301, the Board of Trustees, acting as the Local Licensing Authority, must take into consideration the following when approving or denying a liquor license application:**

1. No local licensing authority shall issue a license provided for in this article or article 46 or 48 of this title until that share of the license fee due to the State of Colorado has been received by the Department of Revenue.

*Ten-Acre Winery, LLC submitted a check to the Town of Palisade in the amount of \$700.00, and a check to the Colorado Department of Revenue for \$100.00 with their application. The State of Colorado is currently waiving its license application fees through December 7, 2021, and only charged the concurrent review fee.*
2. Before granting any license, all licensing authorities shall consider, except where this article and article 46 of this title specifically provide otherwise, the reasonable requirements of the neighborhood, the desires of the adult inhabitants as evidenced by petitions, remonstrances or otherwise; and all other reasonable restrictions that are or may be placed upon the neighborhood by the local licensing authority.

*As stated in the investigation result above, the applicant submitted a "neighborhood needs and desires" petition for the Board's review and consideration.*

At the public hearing held pursuant to this section, any party in interest shall be allowed to present evidence and to cross-examine witnesses. As used in this subsection, 'party of interest' means any of the following:

- The applicant
- An adult resident of the neighborhood under consideration
- The owner or manager of a business located in the neighborhood under consideration
- The principal or representative of any school located within five hundred feet of the premises for which the issuance of a license is under consideration (there are no schools located within 500 feet of the proposed vintner's restaurant license)
- The local licensing authority, in its discretion, may limit the presentation of evidence and cross-examination so as to prevent repetitive and cumulative evidence or examination.

Before entering any decision, approving or denying the application, the local licensing authority shall:

- Consider the facts and evidence gathered as part of its investigation, as well as any other facts, the reasonable requirements of the neighborhood for the type of license being considered
- The desires of the adult inhabitants of the neighborhood
- The number, type, and availability of alcohol beverage outlets located in or near the neighborhood under consideration
- Any other pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed

## **COLORADO LIQUOR CODE**

### **44-3-422. Vintner's restaurant license.**

- (1) A vintner's restaurant license may be issued to a person operating a vintner's restaurant and also selling alcohol beverages for consumption on the premises.
- (2) During the hours established in section 44-3-901 (6)(b), vinous liquors manufactured by a vintner's restaurant licensee on the licensed premises may be:

  - (a) Furnished for consumption on the premises;
  - (b) Sold to independent wholesalers for distribution to licensed retailers;
  - (c) Sold to the public in sealed containers for off-premises consumption. Only vinous liquors fermented, manufactured, and packaged on the premises by the licensee shall be sold in sealed containers.
  - (d) Sold at wholesale to licensed retailers in an amount up to fifty thousand gallons per calendar year.
- (3) (a) Every person selling alcohol beverages pursuant to this section shall purchase the alcohol beverages, other than those that are manufactured at the licensed vintner's restaurant, from a wholesaler licensed pursuant to this article 3; except that, during a calendar year, a person may purchase not more than two thousand dollars' worth of malt, vinous, and spirituous liquors from retailers licensed pursuant to sections 44-3-409, 44-3-410, and 44-4-104 (1)(c).

(b) The vintner's restaurant licensee shall retain evidence of each purchase of malt, vinous, and spirituous liquors from a retailer licensed pursuant to section 44-3-409, 44-3-410, or 44-4-104 (1)(c), in the form of a purchase receipt showing the name of the licensed retailer, the date of purchase, a description of the alcohol beverages purchased, and the price paid for the alcohol beverages. The licensee shall retain the receipt and make it available to state and local licensing authorities at all times during business hours.
- (4) A vintner's restaurant licensee may sell alcohol beverages for on-premises consumption only if at least fifteen percent of the gross on-premises food and drink income of the business of the licensed premises is from the sale of food.
- (5) (a) Subject to subsection (5)(b) of this section, it is unlawful for an owner, part owner, shareholder, or person interested directly or indirectly in a vintner's restaurant license to conduct, own either in whole or in part, or be directly or indirectly interested in another business licensed pursuant to this article 3 or article 4 of this title 44.

**(b)** A person interested directly or indirectly in a vintner's restaurant license may conduct, own either in whole or in part, or be directly or indirectly interested in a license described in section 44-3-401 (1)(j) to (1)(t), (1)(v), or (1)(w), 44-3-412 (1), or 44-4-104 (1)(c) or in a financial institution referred to in section 44-3-308 (4).

# Colorado Liquor Retail License Application

New License   
  New-Concurrent   
  Transfer of Ownership   
  State Property Only

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor)

1. Applicant is applying as a/an   
 Individual   
 Limited Liability Company   
 Association or Other  
 Corporation   
 Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation    FEIN Number  
Ten-Acre Winery, LLC 86-3577559

2a. Trade Name of Establishment (DBA)    State Sales Tax Number    Business Telephone  
Grande River Vineyards    94900444    (970) 464-5777

3. Address of Premises (specify exact location of premises, include suite/unit numbers)  
787 37 3/10 Rd.

City    Palisade    County    Mesa    State    CO    ZIP Code    81526

4. Mailing Address (Number and Street)    City or Town    State    ZIP Code  
777 Grande River Drive    Palisade    CO    81526

5. Email Address  
[REDACTED]

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) Grande River Vineyards Inc	Present State License Number 04-93413-0001	Present Class of License Limited Winery	Present Expiration Date 2/12/2022
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<b>Section A</b> <b>Nonrefundable Application Fees</b>	<b>Section B (Cont.)</b> <b>Liquor License Fees</b>
--	---

<input type="checkbox"/> Application Fee for New License.....\$1,550.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review.....\$1,650.00 <input type="checkbox"/> Application Fee for Transfer.....\$1,550.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County) .....\$500.00 <input type="checkbox"/> Manager Registration - H & R .....\$75.00 <input type="checkbox"/> Manager Registration - Tavern.....\$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex .....\$75.00
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<b>Section B</b> <b>Liquor License Fees</b>
---

<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area.....\$75.00 <input type="checkbox"/> Arts License (City) .....\$308.75 <input type="checkbox"/> Arts License (County) .....\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City) .....\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Campus Liquor Complex (City).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (County).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (State).....\$500.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County) .....\$308.75 <input type="checkbox"/> Distillery Pub License (City).....\$750.00 <input type="checkbox"/> Distillery Pub License (County).....\$750.00 <input type="checkbox"/> Hotel and Restaurant License (City).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) .....\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City).....\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) .....\$227.50 <input type="checkbox"/> Liquor-Licensed Drugstore (County) .....\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) .....\$500.00	<input type="checkbox"/> Master File Location Fee .....\$25.00 X _____ Total _____ <input type="checkbox"/> Master File Background .....\$250.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County).....\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County).....\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) .....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) .....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) .....\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County) .....\$312.50 <input type="checkbox"/> Tavern License (City).....\$500.00 <input type="checkbox"/> Tavern License (County) .....\$500.00 <input checked="" type="checkbox"/> Vintners Restaurant License (City) .....\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00
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**Questions? Visit: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information**

**Do not write in this space - For Department of Revenue use only**

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
------------------------	----------------	--	-------------

## Application Documents Checklist and Worksheet

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information**

### Items submitted, please check all appropriate boxes completed or documents submitted

<b>I.</b>	<b>Applicant information</b> <input type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input type="checkbox"/> E. All sections of the application need to be completed
<b>II.</b>	<b>Diagram of the premises</b> <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III.</b>	<b>Proof of property possession (One Year Needed)</b> <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
<b>IV.</b>	<b>Background information (DR 8404-I) and financial documents</b> <input type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. <b>Do not complete fingerprint cards prior to submitting your application.</b> The Vendors are as follows: <b>IdentoGO</b> – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a> Phone: 844-539-5539 (toll-free) Identogo FAQs: <a href="https://www.colorado.gov/pacific/cbi/identification-faqs">https://www.colorado.gov/pacific/cbi/identification-faqs</a> <b>Colorado Fingerprinting</b> – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a> Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a> Phone: 720-292-2722 Toll Free: 833-224-2227 <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
<b>V.</b>	<b>Sole proprietor/husband and wife partnership (if applicable)</b> <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI.</b>	<b>Corporate applicant information (if applicable)</b> <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
<b>VII.</b>	<b>Partnership applicant information (if applicable)</b> <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
<b>VIII.</b>	<b>Limited Liability Company applicant information (if applicable)</b> <input type="checkbox"/> A. Copy of articles of organization <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
<b>IX.</b>	<b>Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</b> <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

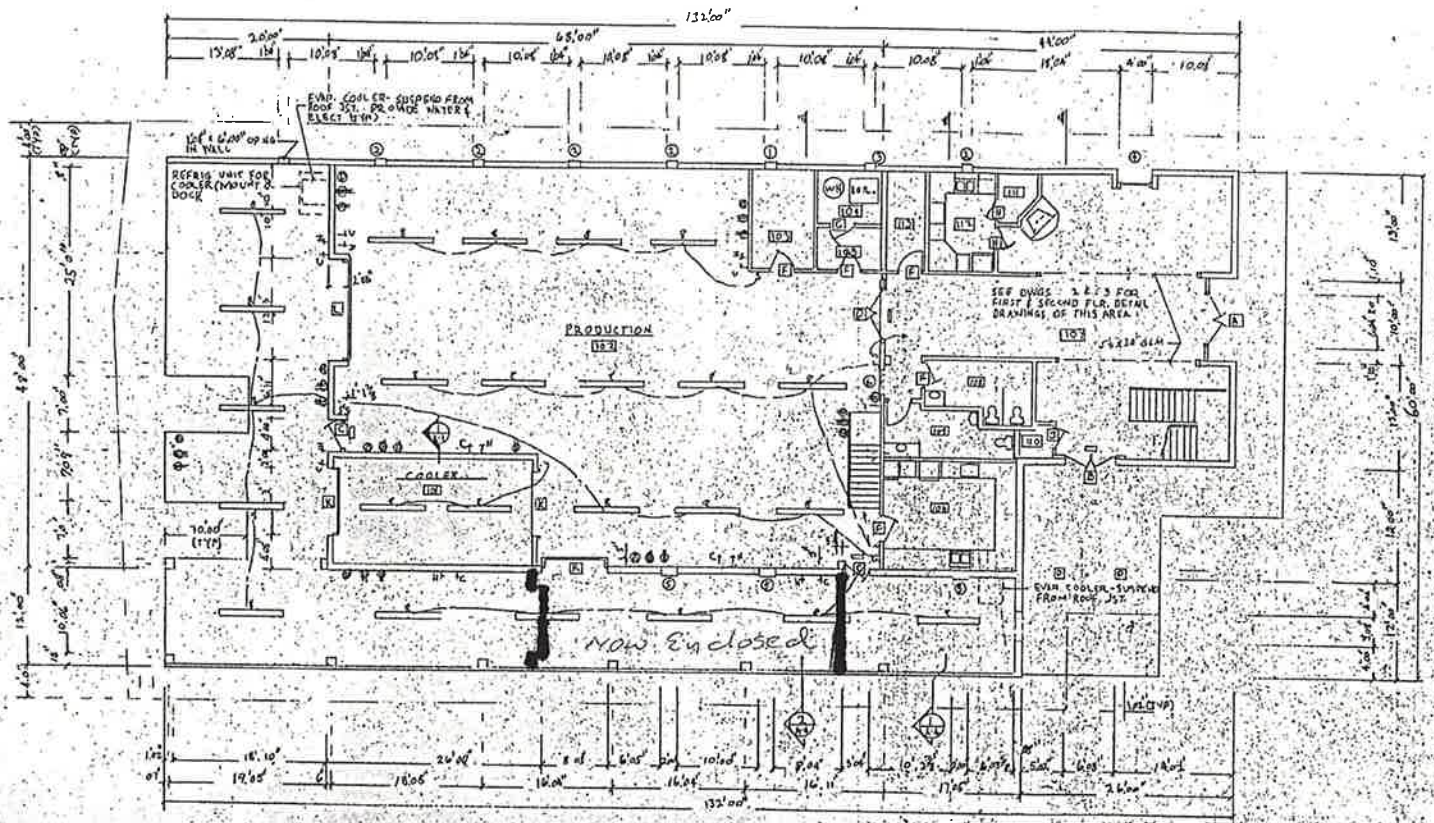
Name	Type of License	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. _____		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
or Waiver by local ordinance? <input type="checkbox"/> <input checked="" type="checkbox"/> Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/>		
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/>		
13 b. Are you a Colorado resident?		<input type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input checked="" type="checkbox"/> <input type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, <b>have legal possession of the premises by ownership</b> , lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		<input checked="" type="checkbox"/> <input type="checkbox"/>		
a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:				
Landlord <p style="text-align: center;">Ten-Acre Farm, LLC</p>	Tenant <p style="text-align: center;">Ten-Acre Winery, LLC</p>	Expires <p style="text-align: center;">12/31/2026</p>		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<b>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b>				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/> <input type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart)		<input type="text"/>		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <b>If "yes" a copy of license must be attached.</b>		<input type="checkbox"/> <input type="checkbox"/>		



Name	Type of License	Account Number		
<b>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</b>				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/> <input type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/> <input type="checkbox"/>		
c. How long has the club been incorporated?		<input type="text"/>		
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/> <input type="checkbox"/>		
<b>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b>				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<b>22. Campus Liquor Complex applicants answer the following:</b>				
a. Is the applicant an institution of higher education?		Yes No <input type="checkbox"/> <input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		<input type="checkbox"/> <input type="checkbox"/>		
<b>23. For all on-premises applicants.</b>				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager		First Name of Manager		
<b>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b>				
		<input type="checkbox"/> <input type="checkbox"/>		
<b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b>				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.		Yes No <input type="checkbox"/> <input type="checkbox"/>		
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
<b>26. Tax Information.</b>				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
<b>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</b>				
Name	Home Address, City & State	DOB	Position	%Owned
Richard Shofner Tally	0040 Holy Cross Dr.,	1/4/39	President	50
Name	Home Address, City & State	DOB	Position	%Owned
	Edwards, CO 81632			
Name	Home Address, City & State	DOB	Position	%Owned
Beverly Jean Tally	0040 Holy Cross Dr.,	10/24/38	Vice President	50
Name	Home Address, City & State	DOB	Position	%Owned
	Edwards, CO 81632			
Name	Home Address, City & State	DOB	Position	%Owned
<b>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</b>				
<b>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</b>				
<b>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</b>				
<input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name	Type of License	Account Number
<b>Oath Of Applicant</b>		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature <i>Beverly Jean Tally</i>	Printed Name and Title Beverly Jean Tally	Date 6/11/21
<b>Report and Approval of Local Licensing Authority (City/County)</b>		
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:		
<input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants		
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license		
(Check One)		
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?		<input type="checkbox"/> <input type="checkbox"/>
<b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?		<input type="checkbox"/> <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b>		
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date
		Date

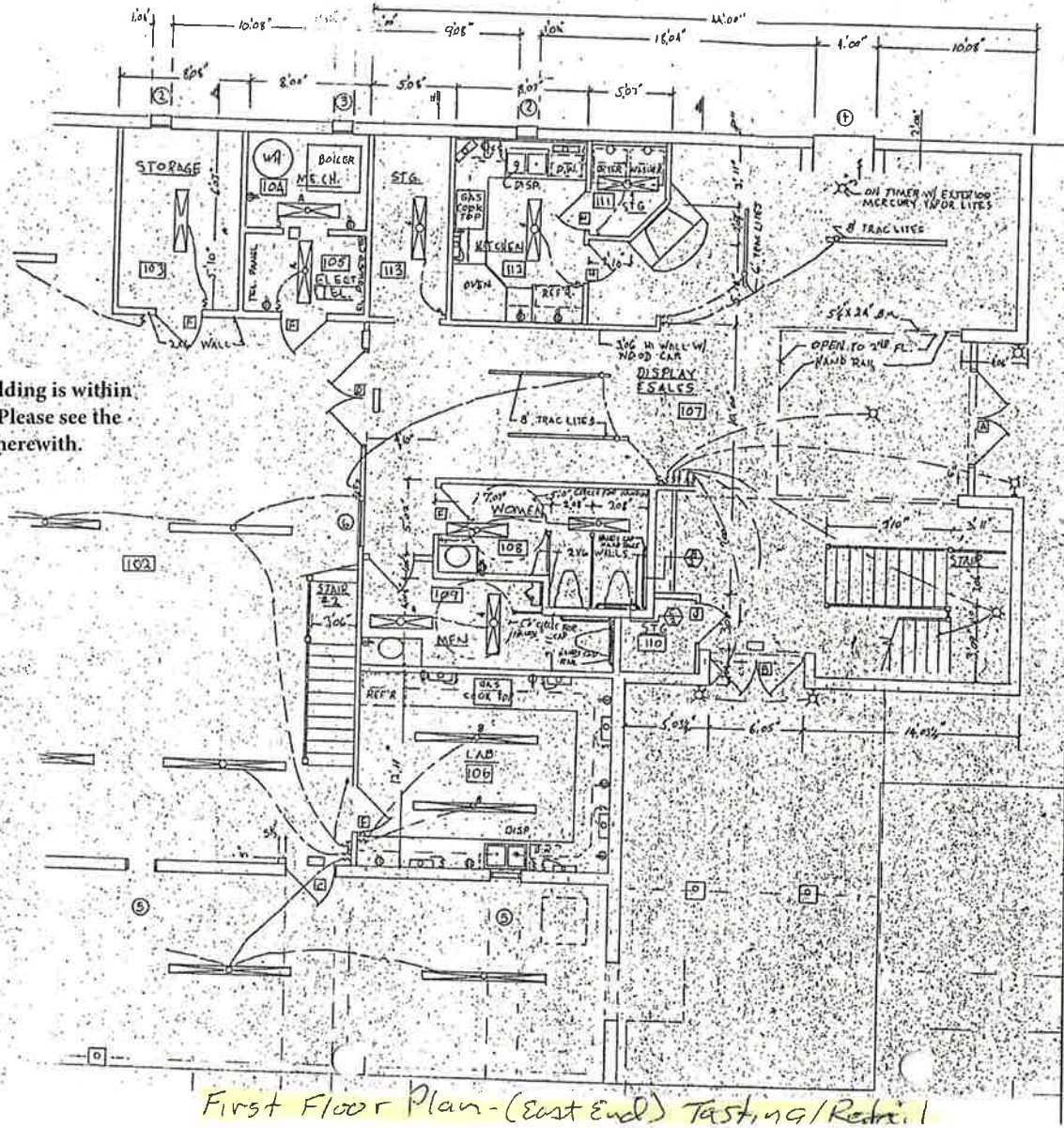
\*The entire winery building is within the licensed premises. Please see the site diagram included herewith.



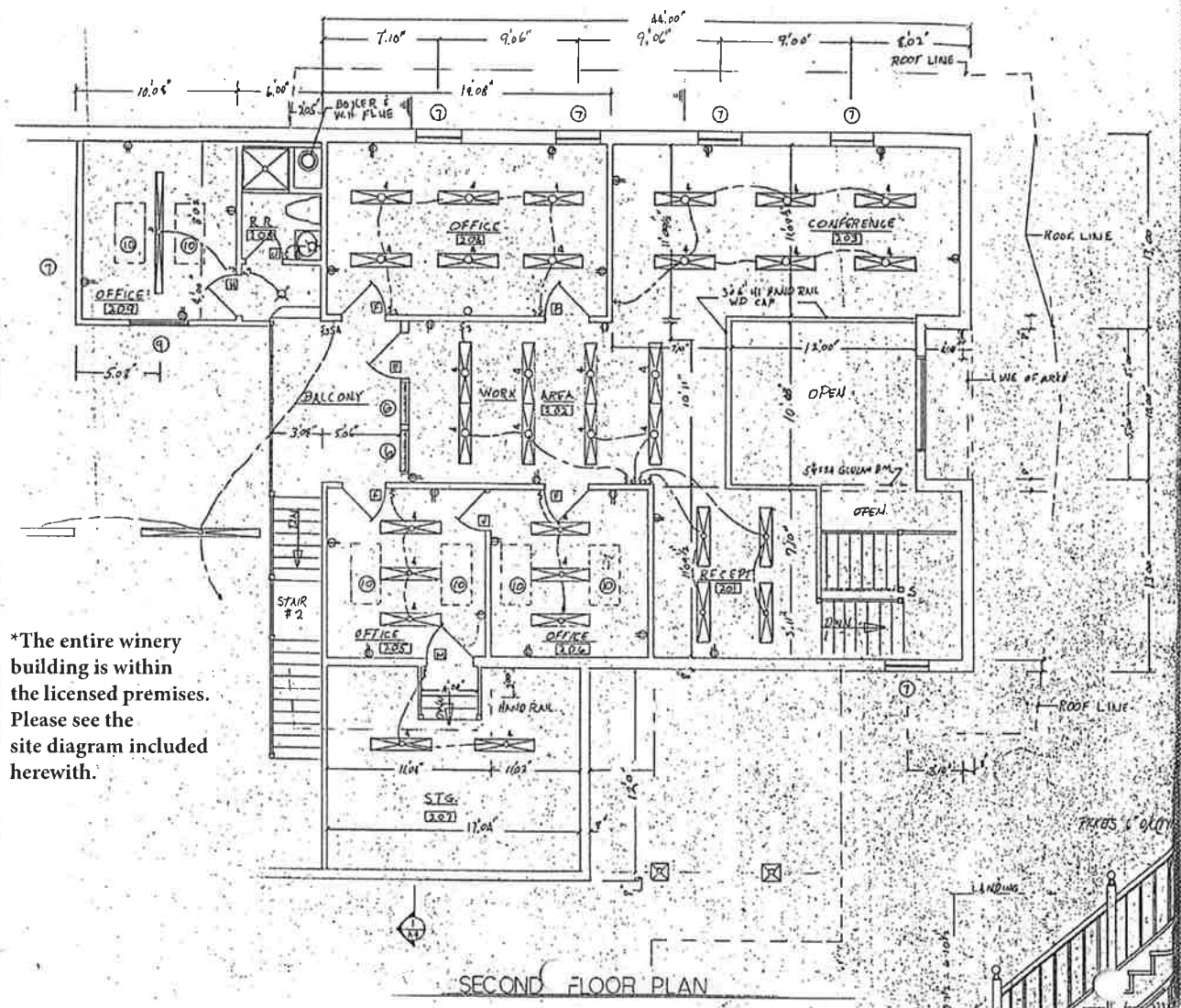
FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"

2x6 STUDS @ 16" OC  
3/8" GYPSUM BOARD  
CONCRETE W/ REINFORCING

\*The entire winery building is within the licensed premises. Please see the site diagram included herewith.



First Floor Plan - (East End) Tasting/Retrieval



\*The entire winery building is within the licensed premises. Please see the site diagram included herewith.

O. 303.623.9000  
1200 Seventeenth Street  
Suite 3000  
Denver, CO 80202  
lewisroca.com

Dietrich C. Hoefner  
Associate  
Admitted in Colorado  
303.628.9589 direct  
303.623.9222 fax  
DHoefner@lewisroca.com

LEWIS  ROCA

July 8, 2021

Our File Number: 306134-00001

Town of Palisade  
Attn: Keli Frasier  
175 East 3rd Street  
P.O. Box 128  
Palisade, CO 81526

RE: Ten-Acre Winery, LLC

Dear Keli:

We are hereby submitting to the Town of Palisade, on behalf of our client, Ten-Acre Winery, LLC dba Grande River Vineyards, supplemental documentation in support of the Colorado Liquor License Application (DR 8404) for the premises located at 787 37 3/10 Rd.. The original application was delivered on Thursday, June 24.

In connection with the application, we are providing updated diagrams and photos of the premises that will replace the diagrams in Tab D of the original application submittal.

Please contact me directly with any questions or concerns. You can reach me at (303) 628-9589 or by email at [dhoefner@lewisroca.com](mailto:dhoefner@lewisroca.com).

Thank you very much for your assistance.

Very truly yours,



Dietrich Hoefner  
Lewis Roca Rothgerber Christie LLP

DH:rpm

# **TAB D**

**Diagrams of Premises**

# Proposed Licensed Premises



 = Proposed licensed premises.\*

 = Grape vines and associated trellises to serve as the premises boundary in these areas. Signs along this boundary will state "No Alcohol Allowed Beyond This Point."

 = Existing fencing on premises.

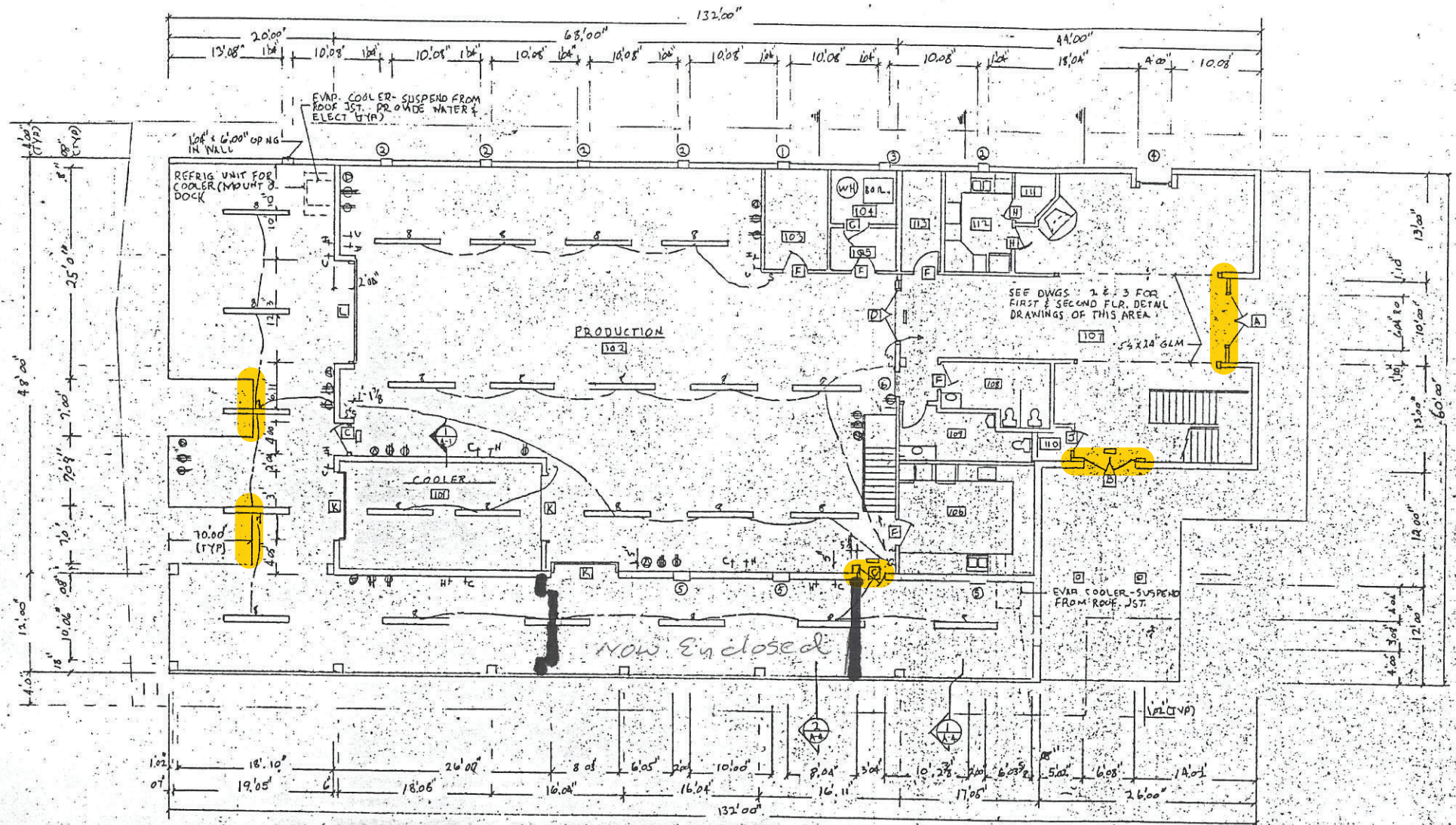
 = Vintner's restaurant building. Please see the floorplan diagrams included herewith.

\*Signage stating "No Alcohol Allowed Beyond This Point" will be posted at appropriate points along the premises boundary.






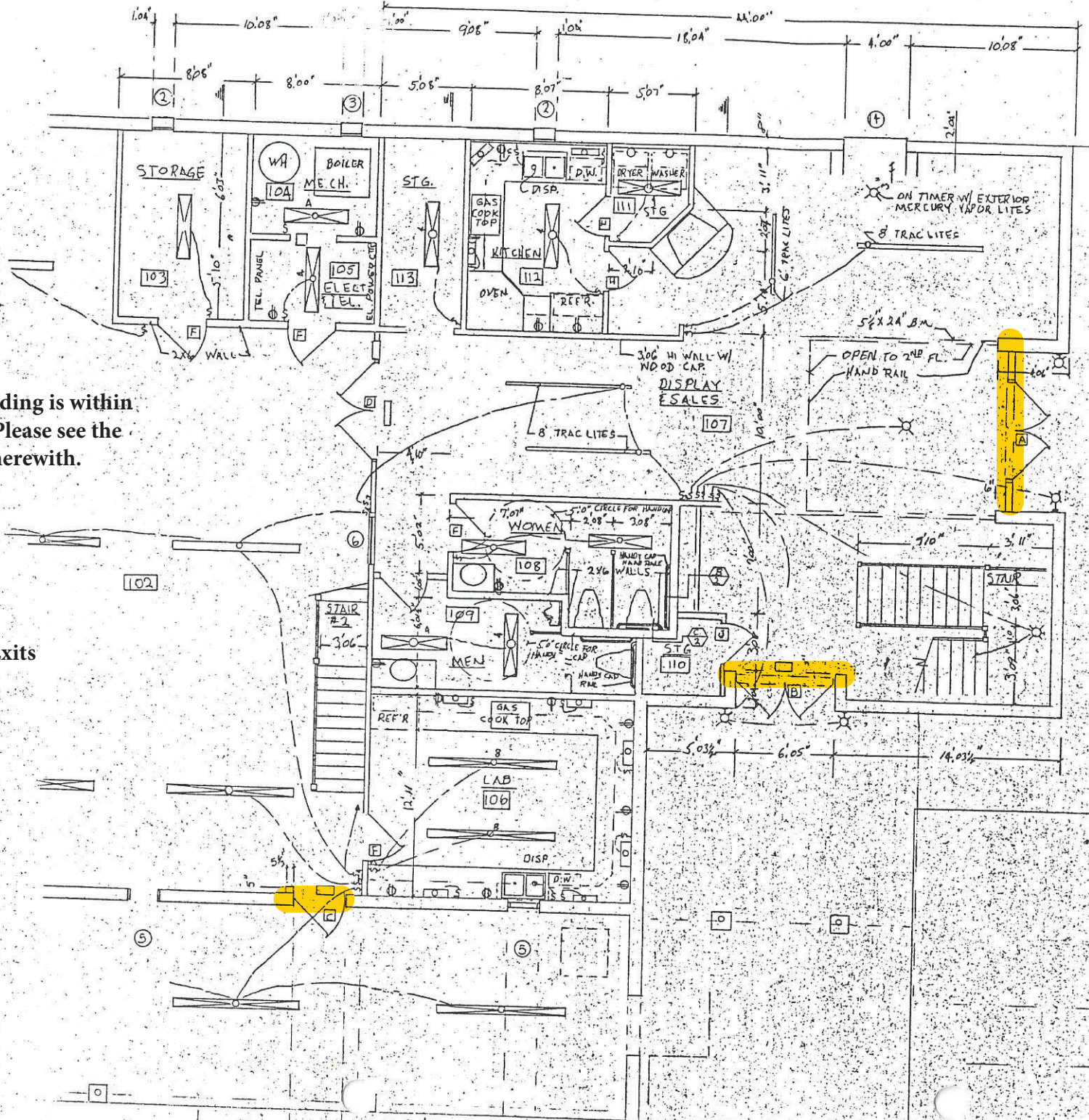
\*The entire winery building is within the licensed premises. Please see the site diagram included herewith.

 = Entrances and Exits



FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"

-  2x6 STUDS @ 16" O.C.
-  5/8" GYP. BD.
-  2x6 BULK HEAD

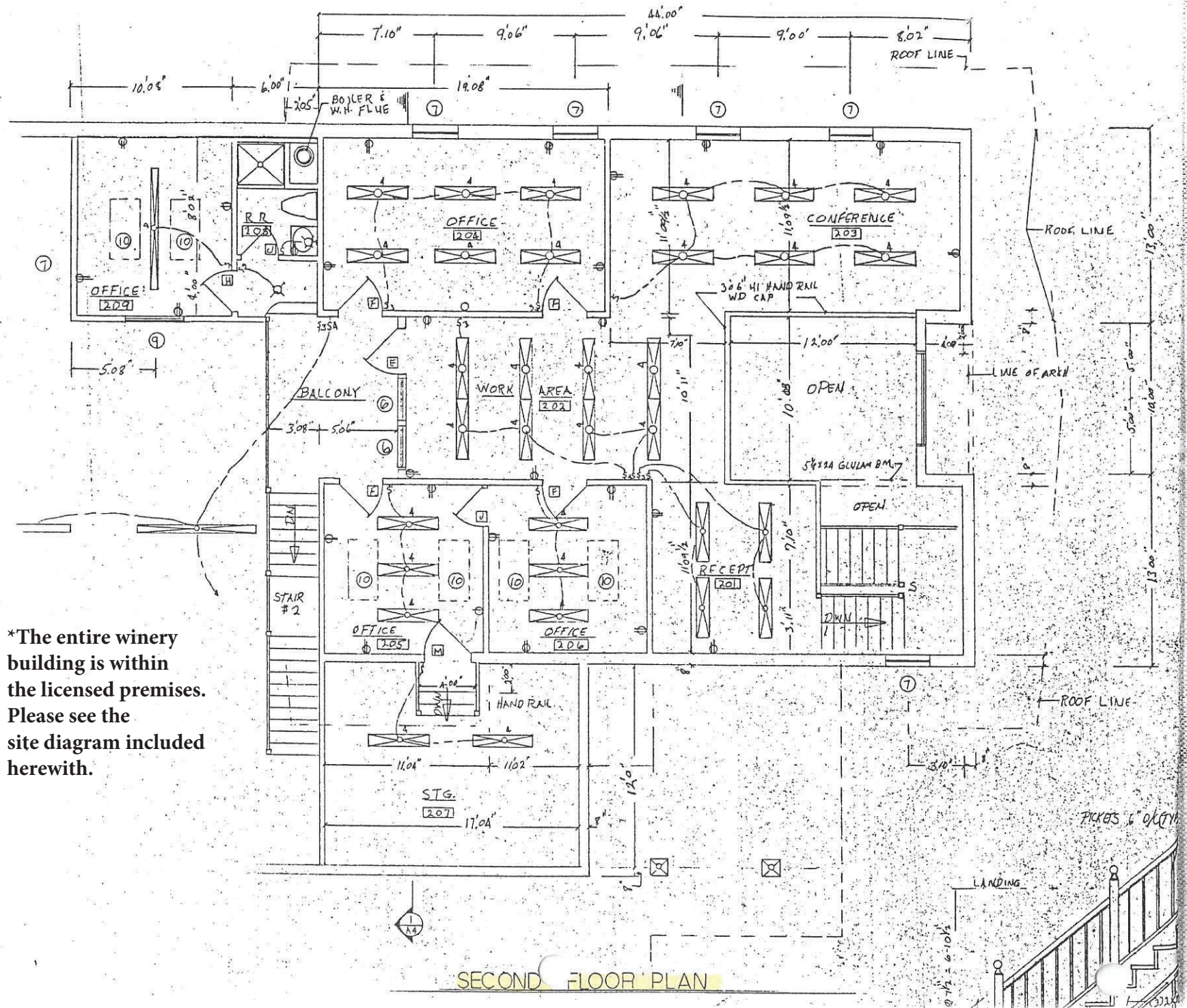


\*The entire winery building is within the licensed premises. Please see the site diagram included herewith.

= Entrances and Exits

First Floor Plan - (East End) Tasting/Retail

\*The entire winery building is within the licensed premises. Please see the site diagram included herewith.



SECOND FLOOR PLAN



Fence, northeast corner from parking lot



Fence, southeast corner from parking lot



Fence between gravel parking lot and south lawn



Fence defining south lawn

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF DOCUMENT FILED**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Organization

with Document # 20211407658 of  
Ten-Acre Winery, LLC

Colorado Limited Liability Company

(Entity ID # 20211407658 )

consisting of 2 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/05/2021 that have been posted, and by documents delivered to this office electronically through 05/06/2021 @ 12:16:42.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/06/2021 @ 12:16:42 in accordance with applicable law. This certificate is assigned Confirmation Number 13151983 .



A handwritten signature in black ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



**Articles of Organization for a Limited Liability Company**  
filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

**The domestic entity name of the limited liability company is** Ten-Acre Winery, LLC

**The principal office street address is** 733 Horizon Drive  
Grand Junction CO 81506  
US

**The principal office mailing address is** 777 Grande River Drive  
Palisade CO 81526  
US

**The name of the registered agent is** Ten-Acre Winery, LLC

**The registered agent's street address is** 733 Horizon Drive  
Grand Junction CO 81506  
US

**The registered agent's mailing address is** 777 Grande River Drive  
Palisade CO 81526  
US

The person above has agreed to be appointed as the registered agent for this limited liability company.

**The management of the limited liability company is vested in** Managers

There is at least one member of the limited liability company.

**Person(s) forming the limited liability company**

Richard S Tally  
733 Horizon Drive  
Grand Junction CO 81506  
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if

applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

**Name(s) and address(es) of the individual(s) causing the document to be delivered for filing**

Susan M Corle  
744 Horizon Court, Suite 115  
Grand Junction CO 81506  
US

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Ten-Acre Winery, LLC

is a

Limited Liability Company

formed or registered on 04/27/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211407658 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/17/2021 that have been posted, and by documents delivered to this office electronically through 06/18/2021 @ 10:42:01 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/18/2021 @ 10:42:01 in accordance with applicable law. This certificate is assigned Confirmation Number 13245880 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



175 East Third Street  
P.O. Box 128  
Palisade, CO 81526

Phone: (970) 464-5602  
Fax: (970) 464-5609  
[www.townofpalisade.org](http://www.townofpalisade.org)

## ADMINISTRATION

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### AFFIDAVIT

Regarding the Required Posting of Property:

787 37 3/10 Road  
Palisade, CO 81526

I, Fred Miller, hereby certify that I have posted the property located  
787 37 3/10 Road, Palisade, Colorado, with the proper notice for:

**Public Hearing to consider a Vintners Restaurant License for Ten-Acre Winery, LLC, doing  
business as Grande River Vineyards as applied for by owners Richard and Beverly Jean  
Tally. The Public Hearing is to be held before the Board of Trustees on Tuesday, August 24,  
2021, at 6:00 p.m.**

Date of Posting: On or before August 13, 2021

Date of Affidavit: 8-12-21

Fred Miller

Town of Palisade Staff

7  
8  
7

# GRANDE RIVER VINEYARDS



TASTING ROOM OPEN DAILY

**NOTICE**  
PURSUANT TO THE LIQUOR LAWS OF COLORADO  
TEN-ACRE WINERY, LLC  
DBA: GRANDE RIVER VINEYARDS  
787 37 3/4 ROAD  
PALISADE, CO 81526  
HAS REQUESTED THE LICENSING OFFICIALS OF THE TOWN OF PALISADE TO GRANT A VINTNERS RESTAURANT LICENSE AT: GRANDE RIVER VINEYARDS  
787 37 3/4 ROAD, PALISADE, CO 81526  
**HEARING ON APPLICATION TO BE HELD AT:**  
PALISADE CIVIC CENTER  
341 W. 7TH ST. PALISADE, CO 81526  
TIME AND DATE: 6:00PM AUG. 24, 2021  
DATE OF APPLICATION: JUNE 25, 2021  
BY ORDER OF: C.R.S. 44-4-3  
**OFFICERS: RICHARD J. JEAN TALLY, OWNER**  
177 GRANDE RIVER DR. PALISADE, CO 81526  
REMONSTRANCES MAY BE FILED AT  
175 E. 3RD ST. PALISADE, CO 81526  
(970) 464-5602



St. J...  
WINE

**Grand Junction Daily Sentinel**  
**734 S 7th St #7737**  
**(970) 242-1313**

I, Terry Flanagan, of lawful age, being duly sworn upon oath, deposes and says that I am the Legal Secretary of Grand Junction Daily Sentinel, a publication that is a "legal newspaper" as that phrase is defined for the city of Grand Junction, for the County of Mesa, in the state of Colorado, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

**PUBLICATION DATES:**

14 Aug 2021

15 Aug 2021

**Notice ID:** OhgMPUEPp67CB10Maqsd

**Publisher ID:** BW # 104681

**Notice Name:** GRANDE RIVER VINTNERS  
RESTAURANT LICENSE

**PUBLICATION FEE:** \$20.06

*Terry Flanagan*

\_\_\_\_\_  
Legal Secretary

**VERIFICATION**

STATE OF COLORADO  
COUNTY OF MESA

Signed or attested before me on this

17th day of August, A.D. 2021.

*Diawn Lee Beach*

\_\_\_\_\_  
Notary Public

**My Commission Expires:** April 22, 2024

**NOTICE OF PUBLIC HEARING**  
**GRANDE RIVER VINEYARDS**  
**VINTNERS RESTAURANT**  
**LIQUOR LICENSE**

Notice is hereby given that a public hearing will be held before the Board of Trustees of the Town of Palsade, Colorado, at the Palsade Civic Center, 341 West 7th Street Palsade, Colorado at 6:00 p.m. on Tuesday, August 24, 2021, to consider a Vintners Restaurant liquor license to be located at Grande River Vineyards, 787 37 3/10 Road, Palsade, Colorado as applied for by Richard and Jean Tally with Ten-Acre Winery, LLC. All interested parties are encouraged to attend. Additional information may be obtained from the Town Clerk's office at 175 E. Third Street or by calling 970-464-5602.

Published: August 14, 15, 2021.

July 26, 2021

RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING:

**Grande River Vineyards**  
 787 37 3/10 Road  
 Palisade, CO 81526

Applicant: Ten Acre Winery, LLC  
 Purpose: Application for a NEW Vintners Restaurant License

**ISSUE:** A petition was circulated to determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Those in favor of Grande River Vineyards being granted a Vintners Restaurant License indicated by checking the "Favor – YES" column of the signature sheet and those opposed checked the "Oppose - NO" column. In addition to the regular survey procedure, an additional 4 Mail In survey/petitions were distributed, requesting feedback to residents and business' unavailable after a second attempt to make contact. Any responses will be filed prior to hearing. The current results were as follows:

Favor "YES"		Oppose "NO"		<u>TOTAL SIGNATURES</u>
86%	6	14%	1	7

**SURVEY STATISTICS**

	Favor "YES"		Oppose "NO"		TOTAL
Business Survey Results	100%	3	---	0	3
Residential Survey Results	75%	3	25%	1	4

*Percentages in this report have been rounded to the nearest whole number.*

	BUSINESS	RESIDENTIAL	TOTAL
No Response	4	5	9
Declined to Participate	0	0	0
Not Qualified to Sign	4	0	4
Disqualified	0	0	0
"No" Signatures	0	1	1
"Yes" Signatures	3	3	6
<b>TOTAL CONTACTS &amp; ATTEMPTS</b>	<b>11</b>	<b>9</b>	<b>20</b>

**SURVEY STATISTICS**

>Number of Businesses and Residents Contacted: 20 Attempts – 9 No Response = 11  
 >Business Survey Participation Rate: 3 Signatures/ 3 Qualified Contacts = 100%  
 >Residential Survey Participation Rate: 4 Signatures/ 4 Qualified Contacts = 100%  
 >Percentage of Residents Home During Survey: 4 Contacts/ 9 Attempts = 44%

<b>REASONS FOR OPPOSITION SIGNATURES</b>		<b>NOT QUALIFIED CONTACTS</b>	
<b>SECURITY/CHECKING IDS</b>	<b>1</b>	Owner / Manager Unavailable	4
<b>Total</b>	<b>1</b>	<b>Total</b>	<b>4</b>

Reasons for opposition in **BOLD** may be considered as invalid or irrelevant to the needs and desires issue of this survey. If irrelevant or invalid reasons are discounted from the final tally, the results would be:

<b>FAVOR "YES"</b>		<b>OPPOSE "NO"</b>		<b>TOTAL</b>
<b>100%</b>	<b>6</b>	<b>---</b>	<b>0</b>	<b>6</b>

**PETITION METHODOLOGY**

- Survey Date and Times:

Business & Residential:	Thursday	July 22, 2021	11:00 am – 2:00 pm
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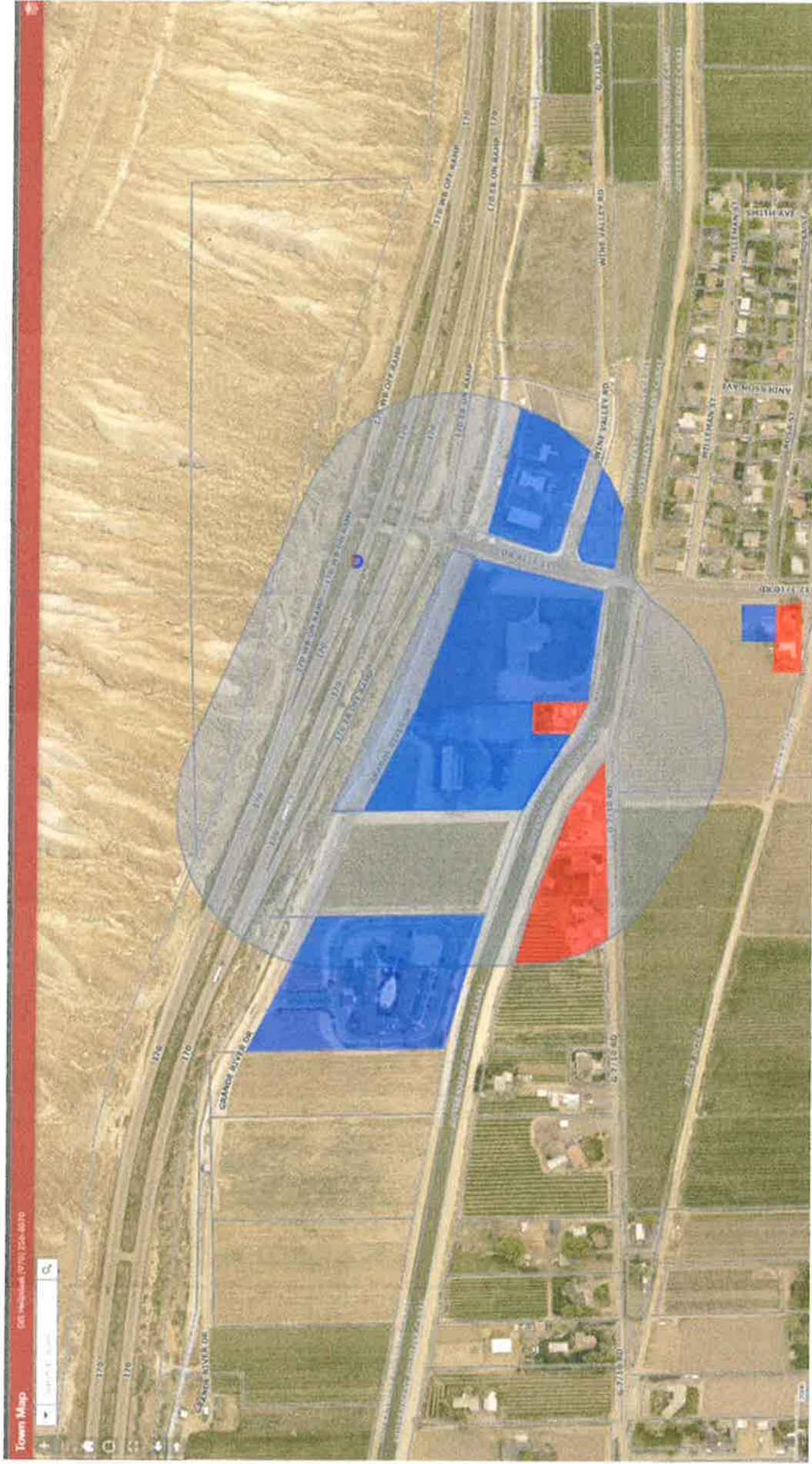
- Survey Areas: Circulator started in areas closest to the proposed licensed site, made multiple attempts, and presented complete coverage of the boundary area to include covering every address on the list provided. Please see attached map
- Circulators of the Survey: There was one circulator for this survey. Prior to the start of the survey, the circulator was briefed on the type of liquor license application, the areas to be surveyed and reminded to remain unbiased in their approach to residents and businesspeople. The circulator had with her a face sheet with the applicant business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulator used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. Upon conclusion of the survey, the circulator signed notarized affidavits of circulation. The original survey packets were pre-filed with the Palisade Town Clerk’s Office.

Report prepared and respectfully submitted by,



Eva L. Garretson  
Liquor Licensing Professionals, LLC





**RESIDENTIAL  
AREAS  
COVERED IN  
SURVEY**



**BUSINESS  
AREAS  
COVERED IN  
SURVEY**



**APPLICATION FOR A NEW  
VINTNERS RESTAURANT LICENSE**

**SURVEY DATE: JULY 22, 2021**

**SURVEY RESULTS:**

**BUSINESS PETITION TO THE  
TOWN OF PALISADE LIQUOR LICENSING AUTHORITY**

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the Licensing Clerk's Office at: 970.464.5602.**

Applicant: Ten-Acre Winery, LLC  
 d/b/a: **Grande River Vineyards**  
 Address: 787 37 3/10 Road, Palisade, CO 81526  
 Application for a **NEW Vintners Restaurant License**

A **Public Hearing** on this matter will be held before the Palisade Liquor Licensing Authority, on **Tuesday, August 10, 2021, at 6:00 pm** at the Board of Trustees Meeting  
 175 E. Third Street, Palisade, Colorado


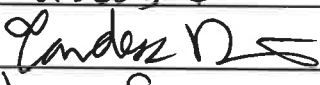
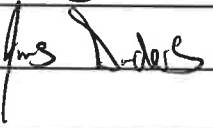
**INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION**

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures

**PETITION ISSUE:** If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.

If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

**Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address**

Today's Date w/Year	Printed Name	Business Name	Age	Favor YES X	Oppose NO X	Reason	
	Signature	Business Address				Circle Owner or Manager	
7/22/21	Jan Kelley	Wine Country Inn	37	X		Owner	Manager
		777 Grande River Dr.					
7/22/21	Cardess Dawis	Talon Wine brands	39	X		Owner	Manager
		785 Elberta Ave					
7-22-21	James Sanders	Palisade Peach Shack	42	X		Owner	Manager
		451 Wine Valley Rd					
						Owner	Manager
						Owner	Manager
						Owner	Manager



Affidavit of Circulator

I, Elise Cimino, circulated the attached petition pertaining to the application of Grande River Vineyards for licensing by the Local Licensing Authority of the Town of Palisade, Colorado. The petition was circulated from (dates) July 22, 2021 to July 22, 2021 and only within the defined neighborhood boundaries established by the Local Licensing Authority on the map provided here. I hereby certify that the persons whose signatures and addresses appear signed this petition in my presence after indicating they were at least twenty-one (21) years of age and after having read the petition. I further certify that, to the best of my knowledge, each signature appearing on the petition is who it purports to be and that the address given with each name indicated is the true business or residence of the person signing the petition.

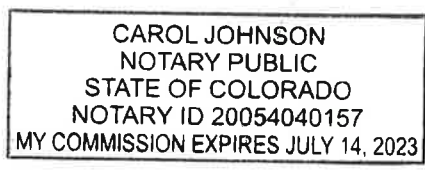
Elise Cimino  
Signature of Circulator

STATE OF COLORADO )  
  ) ss  
  )  
~~COUNTY OF MESA~~  
County of Arapahoe

Subscribed and sworn to before me this 26<sup>th</sup> day of July, 2021. By the person known to me to be Elise Cimino.

My commission expires:  
July 14, 2023

Carol Johnson  
Notary Public



**RESIDENTIAL PETITION TO THE  
TOWN OF PALISADE LIQUOR LICENSING AUTHORITY**

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the Licensing Clerk's Office at: 970.464.5602.**

Applicant: Ten-Acre Winery, LLC  
 d/b/a: **Grande River Vineyards**  
 Address: 787 37 3/10 Road, Palisade, CO 81526  
 Application for a **NEW Vintners Restaurant License**

A **Public Hearing** on this matter will be held before the Palisade Liquor Licensing Authority, on **Tuesday, August 10, 2021, at 6:00 pm** at the Board of Trustees Meeting  
 175 E. Third Street, Palisade, Colorado

**INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION**

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures

**PETITION ISSUE:** If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.

If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

*Please sign your name only; First Name, Middle Initial, Last Name.*

Today's Date w/Year	Printed Name <i>Signature</i>	Street Address	Age	Favor YES X	Oppose NO X	Reason
7-22-21	Willie Millang <i>Willie Millang</i>	3728 G 7/10 Rd, Palisade Co	75		X	Security checking I.D's
7-22-21	James Sanders <i>James Sanders</i>	3716 G 7/10 Rd Palisade	42	X		
7-22-21	Laura Sanders <i>Laura Sanders</i>	3716 G 7/10 Rd Palisade, CO 81526	41	X		
7-22-21	Shelby CASTER <i>Shelby CASTER</i>	3718 G 7/10 Rd. Palisade CO 81526	36	X		



### Affidavit of Circulator

I, Elise Cimino, circulated the attached petition pertaining to the application of Grande River Vineyards for licensing by the Local Licensing Authority of the Town of Palisade, Colorado. The petition was circulated from (dates) July 22, 2021 to July 22, 2021, and only within the defined neighborhood boundaries established by the Local Licensing Authority on the map provided here. I hereby certify that the persons whose signatures and addresses appear signed this petition in my presence after indicating they were at least twenty-one (21) years of age and after having read the petition. I further certify that, to the best of my knowledge, each signature appearing on the petition is who it purports to be and that the address given with each name indicated is the true business or residence of the person signing the petition.

Elise Cimino  
Signature of Circulator

STATE OF COLORADO )  
  ) ss  
COUNTY OF ~~MESA~~ )  
  Arapahoe

Subscribed and sworn to before me this 26<sup>th</sup> day of July, 2021. By the person known to me to be Elise Cimino.

My commission expires:  
July 14, 2023

Carol Johnson  
Notary Public

CAROL JOHNSON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20054040157  
MY COMMISSION EXPIRES JULY 14, 2023



## PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

**Meeting Date:** August 24, 2021

**Presented By:** Brian Rusche, Community Development Director

**Department:** Planning

**Re:** PRO-2021-15 – COLTERRIS WINE BAR AND MUSEUM VARIANCE

---

**SUBJECT:** PRO-2021-15 – COLTERRIS WINE BAR AND MUSEUM VARIANCE, located at 244 WEST 3<sup>RD</sup> STREET (PARCEL # 2937-092-34-001)

**SUMMARY:** The Town of Palisade has received a request for a variance from Section 5.04.A – Table 5.7 of the Palisade Land Development Code (LDC) to allow for a five (5) foot rear yard setback where ten (10) feet is required and from Section 7.05.D.6 to allow for an eight (8) foot high fence where not more than six (6) feet in height is permitted, for the property located at 244 West Third Street (Parcel # 2937-092-34-001), as applied for by High Country Orchards LLC, pursuant to Section 4.12 of the LDC.

The property consists of a building, constructed in 1909 as the Palisade Branch of the Grand Junction Fruit Growers Association, which sold peaches under the Mountain Lion brand label. The platforms west of the building where boxes of packed fruit were loaded into refrigerated railcars or semi-trucks were destroyed in 1971, according to the Palisade Historical Society.

The applicant is proposing a renovation that would preserve the original building and the arched façade facing east, with a substantial expansion to the south and west. “The objective of this renovation,” as stated by the applicant, “is to establish a global visitor attraction to include one of the largest collections of wine-related historical artifacts displayed in a museum-like setting with an adjoining restaurant/wine bar.”

As shown on the submitted site plans, the proposed addition would extend past the existing façade as well as include a roof deck on the north side of the building, which would border the Union Pacific railroad tracks. Under the Town Center (TC) zone district, this side is considered the “rear” yard for the structure and requires a minimum setback of ten (10) feet. The proposed setback is five (5) feet, the rationale for which is described further in the review criteria.

In addition, the site plan shows fencing along the railroad tracks as well as a gated parking area west of the proposed building addition. The maximum height of a fence is six (6) feet along any side (interior) or rear lot line; fences higher than six (6) feet shall comply with all applicable yard requirements. Since the fence is proposed on the rear lot line (adjacent to the railroad tracks), it would not comply with the minimum setback of ten (10) feet that also applies to the building. The applicant is proposing that most of the fencing surrounding the property be permitted at eight (8) feet, the rationale for which is described further in the review criteria.



## **BOARD DIRECTION:**

The Board of Adjustment may approve, deny, or continue a request for a variance. In approving a variance, the Board of Adjustment may prescribe reasonable and appropriate conditions which will ensure that the use will be compatible with adjacent properties and will not alter the character of the neighborhood.

Staff recommends that the Board approve the requested variances, finding that the criteria of Section 4.17.F have been met. No conditions are necessary.

## **ATTACHMENTS**

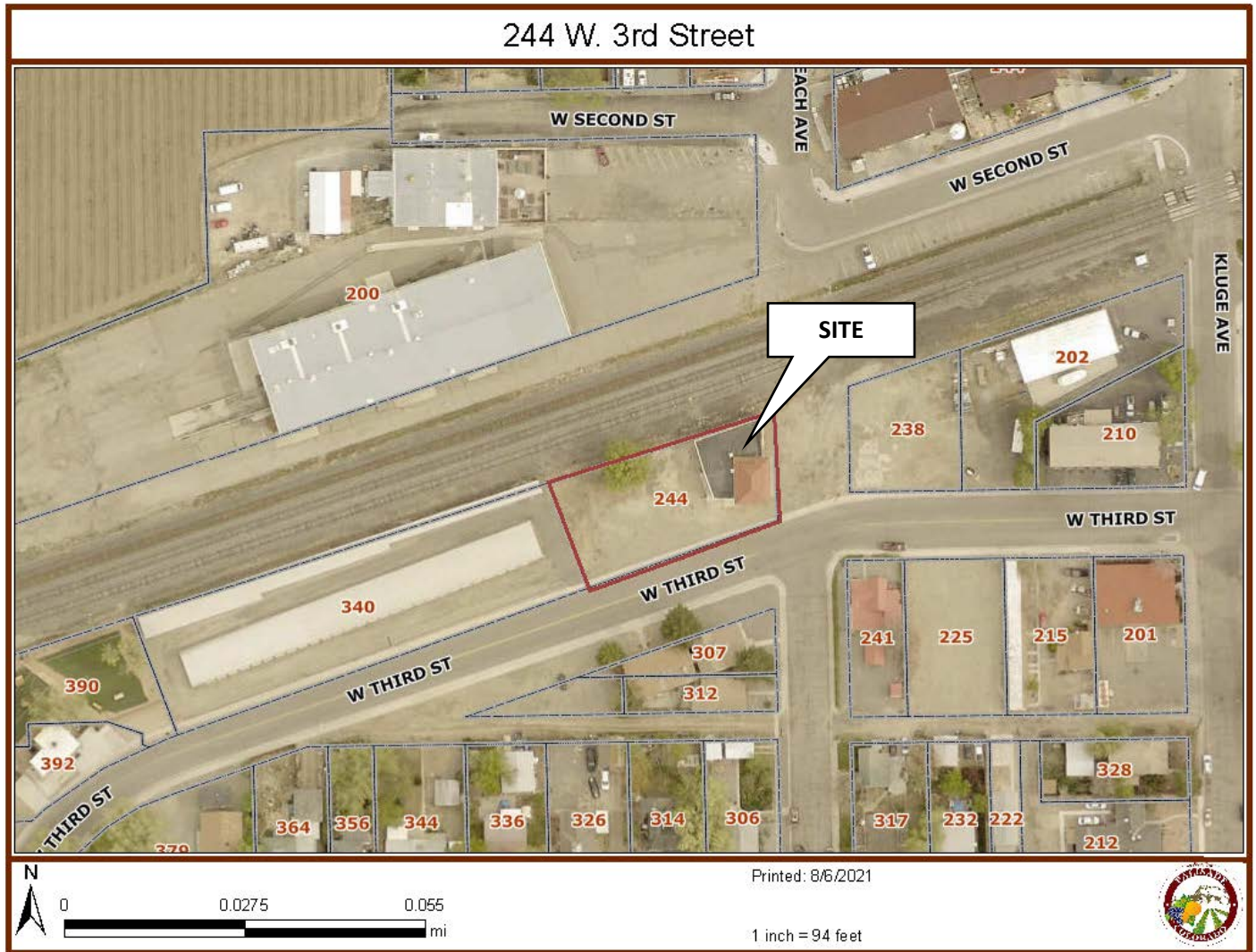
Staff Report  
Letter of Intent  
Site Plans  
Letters of Support

# PRO 2021-15, COLTERRIS WINE BAR AND MUSEUM VARIANCE

LOCATED AT 244 WEST 3<sup>RD</sup> STREET, PARCEL # 2937-092-34-001

## SUMMARY

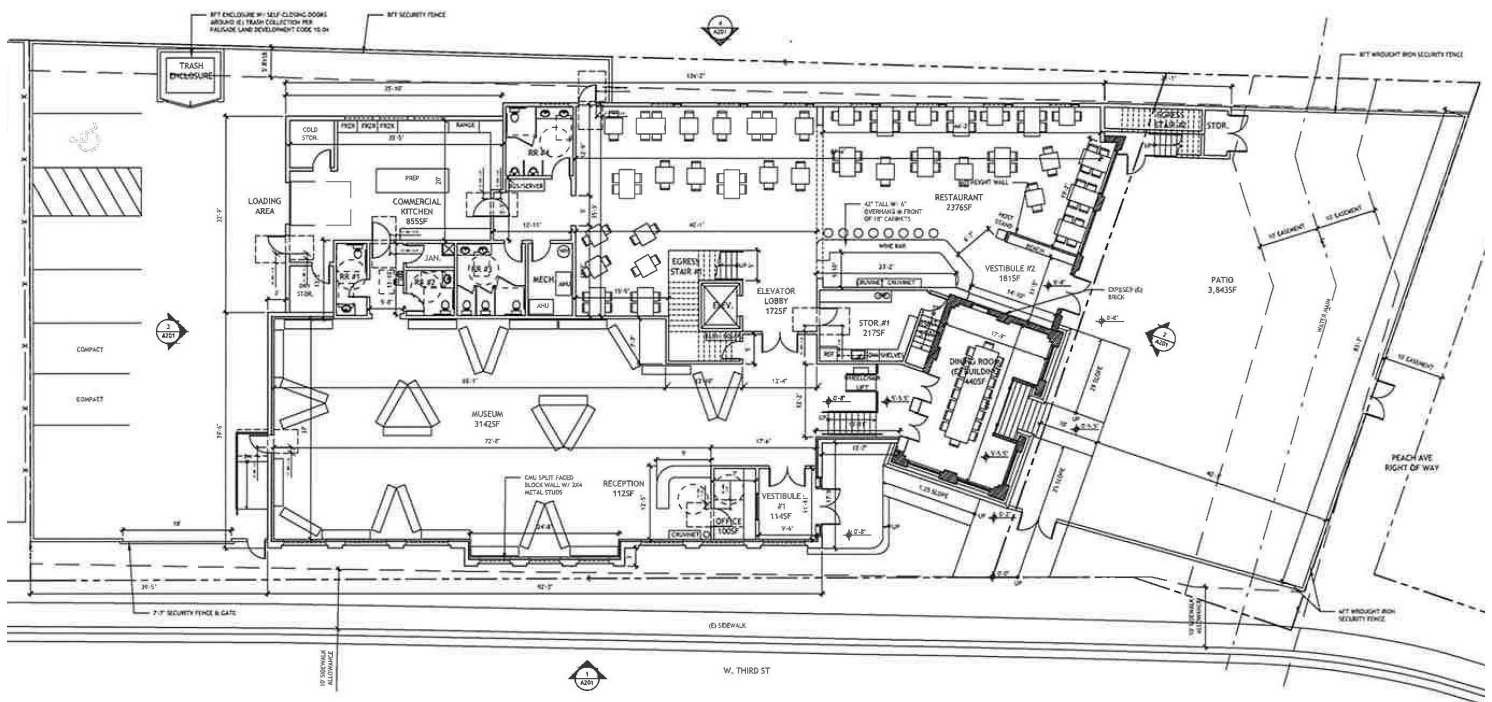
The Town of Palisade has received a request for a variance from Section 5.04.A – Table 5.7 of the Palisade Land Development Code (LDC) to allow for a five (5) foot rear yard setback where ten (10) feet is required and from Section 7.05.D.6 to allow for an eight (8) foot high fence where not more than six (6) feet in height is permitted, for the property located at 244 West Third Street (Parcel # 2937-092-34-001), as applied for by High Country Orchards LLC, pursuant to Section 4.12 of the LDC.



The property consists of a building, constructed in 1909 as the Palisade Branch of the Grand Junction Fruit Growers Association, which sold peaches under the Mountain Lion brand label. The platforms west of the building where boxes of packed fruit were loaded into refrigerated railcars or semi-trucks were destroyed in 1971, according to the Palisade Historical Society. The building, which has been vacant for a decade, is often mistaken by visitors as a train depot but was never used for this purpose.

The applicant is proposing a renovation that would preserve the original building and the arched façade facing east, with a substantial expansion to the south and west. “The objective of this renovation,” as stated by the applicant, “is to establish a global visitor attraction to include one of the largest collections of wine-related historical artifacts displayed in a museum-like setting with an adjoining restaurant/wine bar.”

As shown on the submitted site plans, the proposed addition would extend past the existing façade as well as include a roof deck on the north side of the building, which would border the Union Pacific railroad tracks. Under the Town Center (TC) zone district, this side is considered the “rear” yard for the structure and requires a minimum setback of ten (10) feet. The proposed setback is five (5) feet, the rationale for which is described further in the review criteria.



In addition, the site plan shows fencing along the railroad tracks as well as a gated parking area west of the proposed building addition. The maximum height of a fence is six (6) feet along any side (interior) or rear lot line; fences higher than six (6) feet shall comply with all applicable yard requirements. Since the fence is proposed on the rear lot line (adjacent to the railroad tracks), it would not comply with the minimum setback of ten (10) feet that also applies to the building. The applicant is proposing that most of the fencing surrounding the property be permitted at eight (8) feet, the rationale for which is described further in the review criteria.

## **LAND DEVELOPMENT CODE**

### **Section 4.12 Variance:**

The variance procedure provides a process to grant limited relief from the requirements of this LDC for property where strict application of the LDC would result in an exceptional practical difficulty or undue hardship.

Because there are two separate variances being requested, each will be addressed within the findings below.

### **Section 4.17.F. Variance Findings of Fact:**

**No variance shall be approved by the Board of Adjustment unless all of the following findings are made:**

**1. There are exceptional conditions pertaining to the particular piece of property in question because of its shape, size, or topography that are not applicable to other lands or structures in the same district [or there is a peculiar characteristic of an establishment which makes the parking and/or loading requirements of this LDC unrealistic];**

Setback: The building has historical significance to the Town and predates zoning, but the façade faces due east, while the property extends to the southwest adjacent to the railroad tracks, requiring some unique architectural design to fit the building to the lot, unlike more traditional downtown buildings that are perpendicular to the street. The goal is to both preserve the existing structure/facade as well as expand the facility for the proposed use as a museum and restaurant/wine bar. The applicant has indicated in their letter of intent that if the required rear yard setback is implemented per code, it would reduce the amount of seating capacity in the restaurant and/or would reduce the amount of museum space available due to the architectural challenges in fitting the new addition with the existing building.

Fence: The property borders the railroad tracks, and the original use of the building depended upon being adjacent to the tracks. Today, however, the existence of the tracks can be considered a security issue adjacent to the proposed museum, which according to the applicant, will house numerous valuable and irreplaceable artifacts.

**2. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other residents of the district in which the property is located.**

Setback: The purpose of the ten (10) foot rear yard setback in the TC (Town Center) zone is ostensibly to provide room for parking and/or building access from an alley in a traditional downtown grid. However, this property is adjacent to the railroad tracks, which makes this side of the building inaccessible for parking without a lease from the railroad. Instead, parking will be provided on the west side of the property, as well as loading/unloading for the restaurant. The reduced setback allows more of the lot, which is wider than it is deep, to be utilized. In addition, the applicant notes the requirement for a secondary egress stairway from the proposed roof deck that, if not permitted within the required setback, would be difficult to relocate without disturbing the existing façade and/or reducing capacity within the building.

The adjacent property to the west does have a row of storage units that appear to be on or near the rear property line less than the currently required ten (10) foot setback.

Fence: The code does permit fences higher than six (6) feet within the LI (Light Industrial) zone district; the historical use of this area was more industrial in nature, and, as noted above, the property is adjacent to the railroad tracks, unlike most of the other Town Center buildings.

The Town did approve a seven (7) foot fence for Pressed (390-392 W. 3<sup>rd</sup> St.) in 2019, which is also adjacent to the railroad tracks on the same side of the street as the subject request and within the same zone district.

**3. A literal interpretation of the provisions of the LDC would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located.**

Setback: A literal interpretation would require a smaller building and/or significantly redesigned interior layout that may render the project unviable, according to the applicant. In addition, other properties with buildings adjacent to the railroad tracks have reduced setbacks, including the adjacent storage unit complex.

Fence: The applicant asserts that the proposed eight (8) foot fence is necessary for the security of the artifacts that will be housed within the museum, which is unlike other commercial properties.

**4. The requested variance will be in harmony with the purpose and intent of this LDC and will not be injurious to the neighborhood or to the general welfare.**

Setback: If the variance is approved, there will still be a setback of five (5) feet adjacent to the railroad tracks, allowing for the maintenance of the building exterior while not infringing upon the rights of the railroad to maintain their property. The adjacent storage complex has a similar setback, and therefore the aesthetic, as viewed from the railroad, would not be substantially different with buildings close to the tracks.

Fence: Certain zones/uses are permitted to have increased fence heights due to the necessity for security. While commercial uses are not typically in need of such fencing, the proposed museum, with rare artifacts, as well as the relative lack of neighboring properties, could be an attractive target without a deterrent such as a taller fence. Indeed, the property itself has been abandoned for so long that there is ample evidence of vandalism to the existing structure that a deterrent is warranted. The façade of the new addition will improve the look of W. 3<sup>rd</sup> Street and, with the exception of the entrance to the parking area, will not be fenced – only along the west and north side (adjacent to the storage complex and railroad track, respectively).

**5. The special circumstances are not the result of the actions of the applicant.**

Setback: To create a viable new building addition and desirable use of the property while preserving the existing structure and façade, the applicant has asked for this variance to be considered. The applicant could choose to demolish the existing structure in its entirety in order to avoid the challenges of fitting within the existing footprint while meeting the required setbacks, which would be a loss for the history of the Town.

Fence: The applicant could construct a standard six (6) foot fence without a variance. However, the additional height of the fence could prove to be a deterrent to what is currently an attractive nuisance (an abandoned building) that would far outweigh the negative concern about a tall fence, whose location is adjacent to a storage complex and railroad tracks.

**6. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.**

Setback: The requested variance is the minimum necessary to meet the requirements of the building code and make the most of the available land while preserving the existing building/façade.

Fence: The requested variance is consistent with fencing that would be necessary for the security of the property adjacent to the railroad tracks.

## **RECOMMENDATION ON THE VARIANCE**

The Board of Adjustment may approve, deny, or continue a request for a variance. In approving a variance, the Board of Adjustment may prescribe reasonable and appropriate conditions which will ensure that the use will be compatible with adjacent properties and will not alter the character of the neighborhood.

Staff recommends that the Board approve the requested variances, finding that the criteria of Section 4.17.F have been met. No conditions are necessary.

## **ATTACHMENTS**

Letter of Intent

Site Plans

Letters of Support

High Country Orchards, LLC  
c/o Scott & Theresa High  
PO Box 1435  
Palisade, CO 81526

July 12<sup>th</sup>, 2021

Town of Palisade Planning Department  
175 East Third St  
Palisade, CO 81526

## LETTER OF INTENT

This Letter of Intent is in support of our request for a variance to the rear yard setback and fence heights at 244 W 3<sup>rd</sup> St, Palisade, CO 81526 (PN: 2937-092-34-001) in the Town Center zoning district. The intentions of this project will be to renovate a long vacant historic building in a prime Town Center location. This building originally known as the Palisade Branch of the Grand Junction Fruit Growers Association was constructed in 1909 and is one of the most iconic, picturesque structures in the Grand Valley.

The objective of this renovation is to establish a global visitor attraction to include one of the largest collections of wine-related historical artifacts displayed in a museum-like setting with an adjoining restaurant/wine bar.

LDC Section 5.04.A Table 5.7. requires a 10-foot rear yard setback in the Town Center district. The rear yard setback variance request is for a 5-foot rear yard setback.

Considerations in support of approval:

- 1) The project site is narrow and restricted in development options due to the orientation of the historical building erected in 1909 and the required 10-foot sidewalk allowance along the South/street side. A 10-foot rear setback requirement would create a hardship by reducing seating capacity in the restaurant/wine bar and roof deck by 33% each. The restaurant cannot be shifted south to recoup lost seating because of the location of the existing main structure. The historic main structure will house additional museum artifacts and be incorporated into the new museum structure and be available for private dining and winemaker dinners, etc. If new museum space were to be reallocated into restaurant/wine bar area, then the available space for the museum would need to be reduced by 20% and make access from the new museum to the historic main structure unworkable.
- 2) The roof deck requires a second egress stairway due to occupant capacity. To maintain the integrity of the historical building, the egress stairway has been placed directly North of the existing brick arched façade. A 10-foot setback requirement would create a hardship in attempting to locate this egress stairway without disturbing the historical façade. Relocation of the stairway to the interior of the restaurant/wine bar would remove an additional 30% of seating from both the restaurant/wine bar and roof deck.
- 3) Considerations 1 and 2 above would total a combined 63% loss in restaurant seating and a 20% loss in museum display locations if the variance request is not granted and jeopardize the viability of the overall project.

- 4) As seen in the attached site plan, the adjacent property 340 W 3<sup>rd</sup> Street has a 5-foot rear yard setback. Other properties along the railroad tracks have buildings set back less than 5-foot from the property line, including 121 South Bower Avenue and 3810 North River Road.
- 5) The rear yard abuts train tracks and therefore a reduced setback would create no undue burden on any neighboring property.

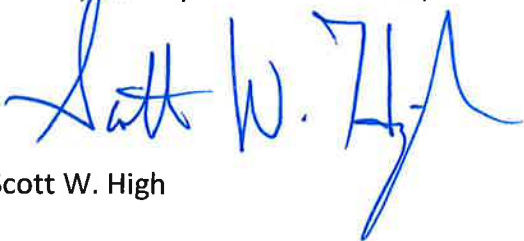
LDC Section 7.05.6 allows "Fences and walls not more than six (6) feet in height may be installed along any side (interior) and rear lot line."

The fence variance request is to be granted: A) 8-foot-tall fencing along the side and rear lot lines; B) 8-foot-tall fencing on the South/street side of the patio; C) 8-foot gate and fencing on the South/street side of the employee parking area.

Considerations in support of approval:

- 1) The museum will house numerous valuable and irreplaceable artifacts. Therefore, security is a higher concern here than in most commercial buildings. The 8-foot fence height will provide significantly more security and be an increased deterrent to climbing than a 6-foot fence.
- 2) The street side fences and fence along the East side of the patio will be wrought iron and maintain clear visibility through the fencing. These will also maintain a high-quality aesthetic along the street.
- 3) The adjacent storage facility to the West side and the railroad tracks at the North/rear will not have an undue burden caused by the taller fencing.

Thank you for your consideration,



Scott W. High



SHEET NOTES

1. SAFETY: CONTRACTOR SHALL ERECT AND MAINTAIN SAFETY FENCING THROUGHOUT THE CONSTRUCTION OF THE WORK. PROTECTION SHALL BE MAINTAINED TO PREVENT ACCIDENTS AND DAMAGE TO SOURCE AND NEIGHBORHOODS.

NO.	DATE	REVISION / DESCRIPTION
1	12/11/21	PROPOSED SET

**DOR STUDIO ARCHITECTURE**  
 18703 HIGHWAY 141  
 WHITEWATER, CO 81527  
 TEL 970.576.446 WWW.DORSTUDIO.COM

THESE PLANS, SPECIFICATIONS AND SCHEDULES ARE THE PROPERTY OF DOR STUDIO ARCHITECTURE. THEY ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PARTS OF THESE PLANS, SPECIFICATIONS AND SCHEDULES ARE TO BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DOR STUDIO ARCHITECTURE.

PROFESSIONAL SEAL

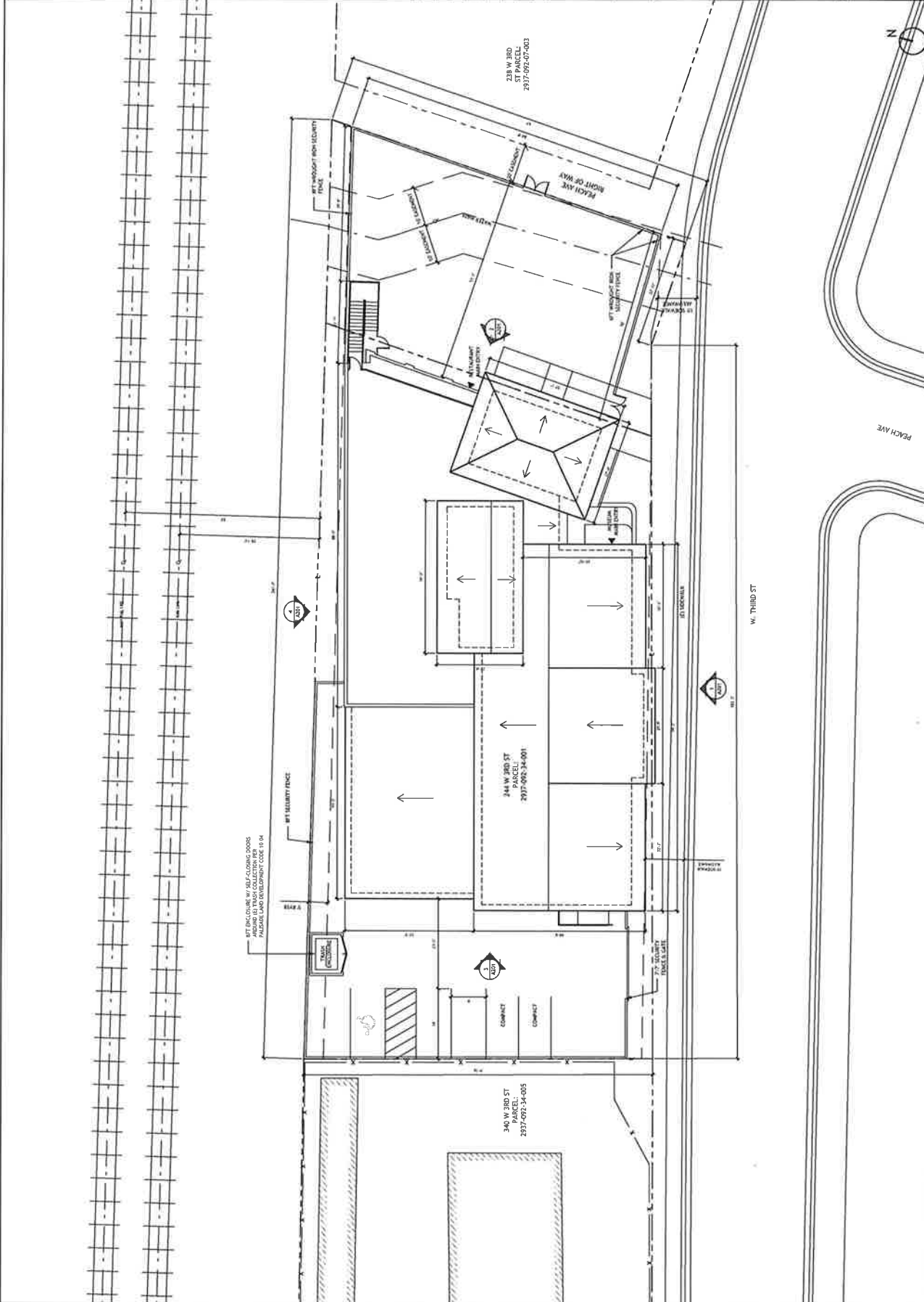
**NOT FOR CONSTRUCTION**

**COLTERRIS WINE BAR & MUSEUM**

244 WEST 100TH ST  
 PUEBLO, CO 81001  
 PHONE: 719.594.1000

**PROPOSED SITE/ROOF PLAN**

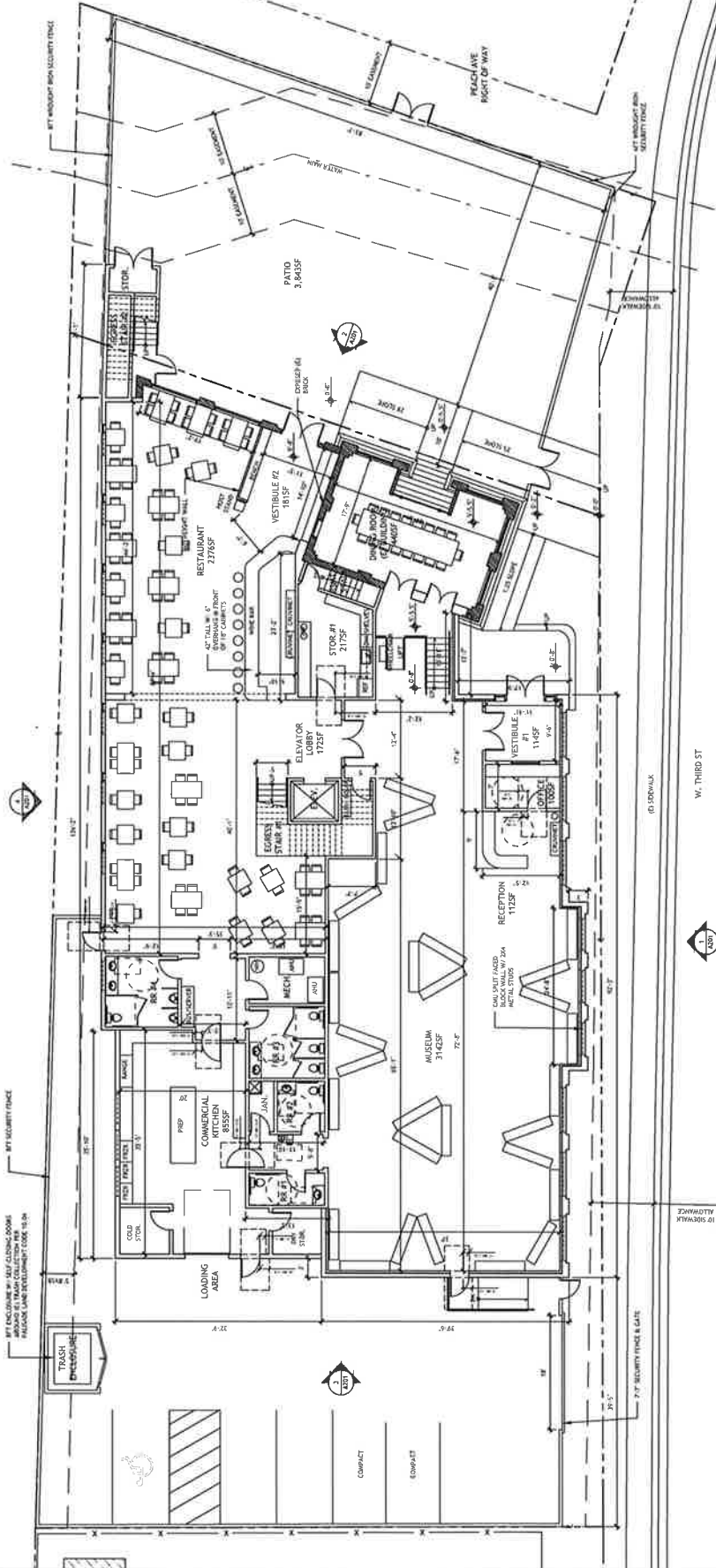
**A101**



PROPOSED SITE/ROOF PLAN 1/31/21 1

**SHEET NOTES**

1. SAFETY: CONTRACTOR SHALL ENRIG AND MAINTAIN ALL SAFETY MEASURES THROUGHOUT THE PROGRESS OF THE WORK. PROTECTIVE MEASURES SHALL BE MAINTAINED THROUGHOUT THE PROJECT. PROTECTIVE MEASURES INCLUDING BUT NOT LIMITED TO SCAFFOLD AND BARRIAGES.



**NOT FOR CONSTRUCTION**

COLTERRIS WINE BAR & MUSEUM

244 WEST BROAD ST.  
PAULISSE, CO 81227  
TEL: 970.579.1409 WWW.DORSTUDIO.COM

DOR STUDIO ARCHITECTURE, LLC  
18702 HIGHWAY 184  
WHITEWATER, CO 81527  
TEL: 970.579.1409 WWW.DORSTUDIO.COM

PROPOSED 1ST FL. PLAN

A102

SCALE: 1/8" = 1'-0"

1

PROPOSED FIRST FLOOR PLAN

SHEET NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER ORDINANCES AND THE DENVER ZONING ORDINANCES, AS APPLICABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE COLORADO DEPARTMENT OF REVENUE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE COLORADO DEPARTMENT OF REVENUE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE COLORADO DEPARTMENT OF REVENUE.

NO.	DATE	DESCRIPTION
1	03/17/21	PROGRESS SET

**DOR STUDIO ARCHITECTURE**  
 16702 HIGHWAY 141  
 WHITEWATER, CO 81527  
 TEL 970.579.1409 WWW.DORSTUDIO.COM

PROFESSIONAL SEAL

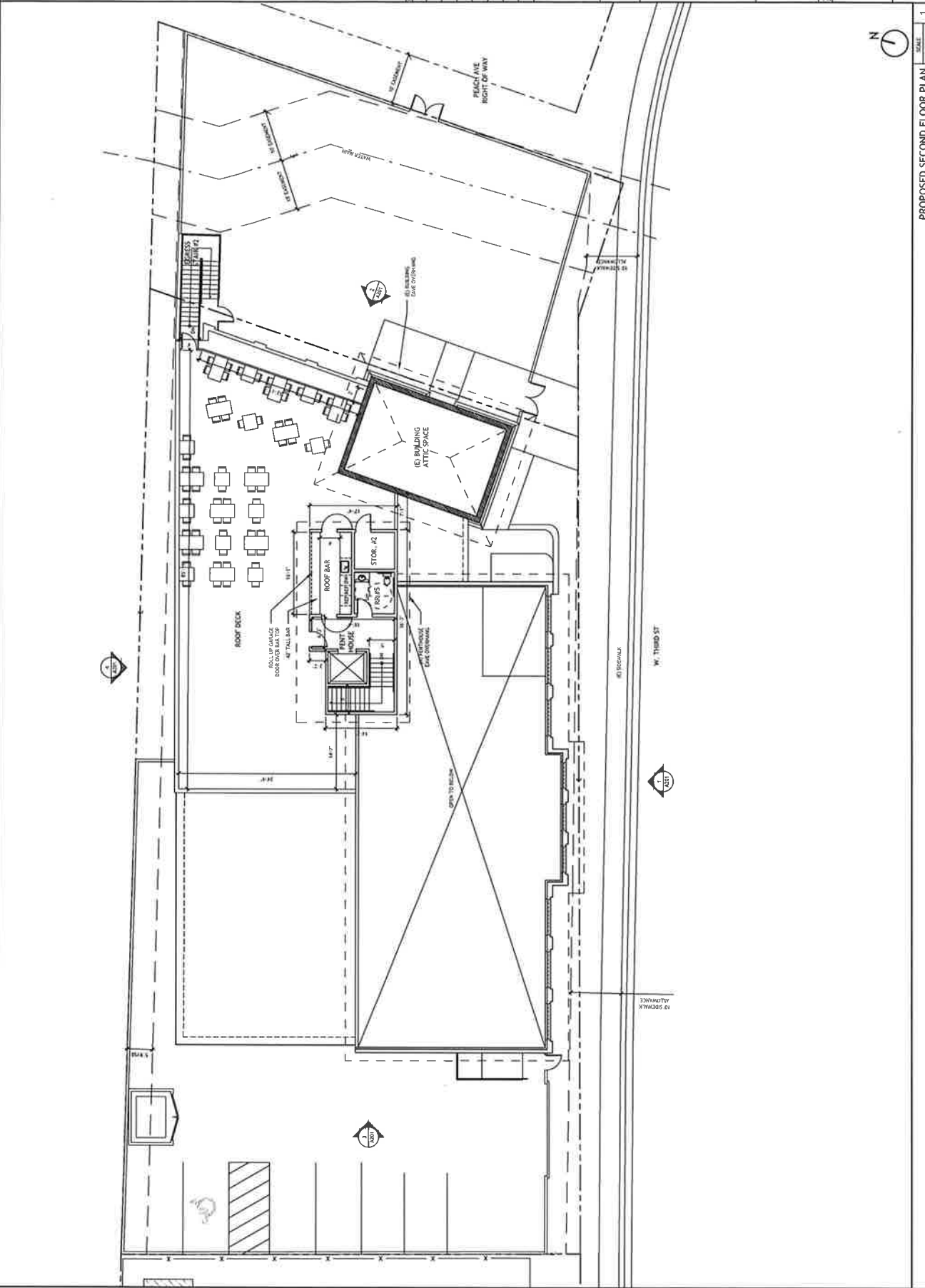
NOT FOR CONSTRUCTION

COLTERRIS WINE BAR & MUSEUM

244 WEST 3RD ST.  
 FORT COLLINS, CO 80501

PROPOSED 2ND FL. PLAN

A103

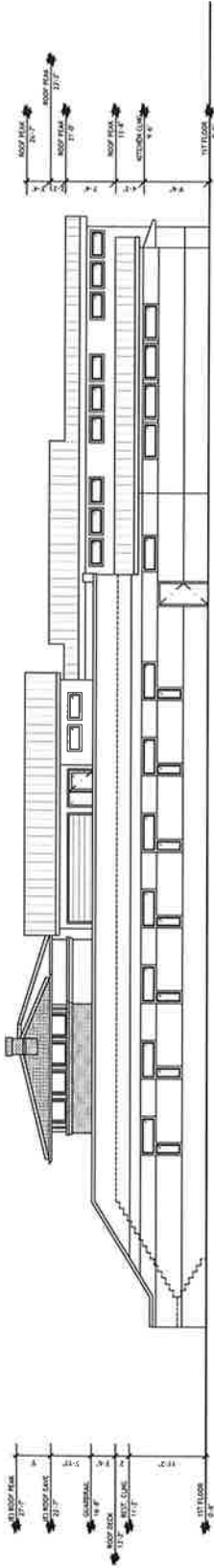


PROPOSED SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

1

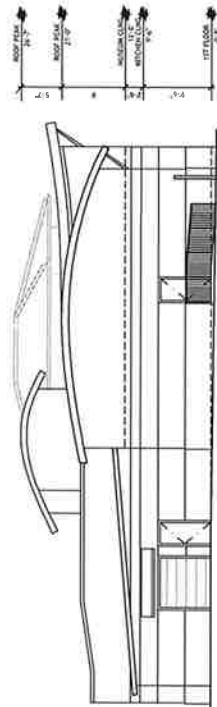
**SHEET NOTES**  
 1. SAFETY: OPERATOR SHALL EXERCISE CARE AND ATTENTION IN THE PROGRESS OF THE WORK, PROTECTIVE MEASURES SHALL NOT BE LIMITED TO SIGNAGE AND BARRICADES.



PROPOSED SOUTH EXTERIOR ELEVATION

2

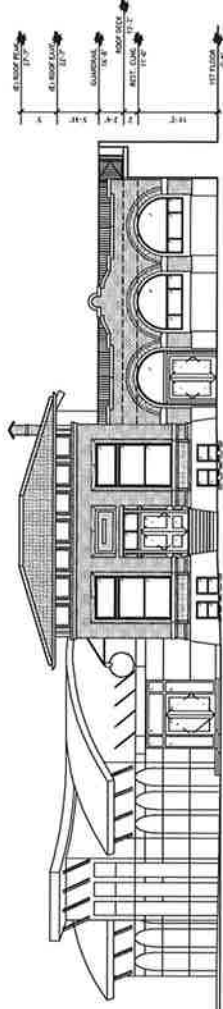
SCALE: 1/8" = 1'-0"



PROPOSED WEST EXTERIOR ELEVATION

3

SCALE: 1/8" = 1'-0"



PROPOSED EAST EXTERIOR ELEVATION

2

SCALE: 1/8" = 1'-0"

NOT FOR CONSTRUCTION

**COLTERRIS WINE BAR & MUSEUM**

MARKET 260 ST.  
 PALMER, CO 81527

**PROP. EXTERIOR ELEVATIONS**

**A202**

**DOR STUDIO ARCHITECTURE**  
 14103 HIGHWAY 143  
 WHITEWATER, CO 81527  
 TEL: 703.679.1405 WWW.DORSTUDIO.COM

PROFESSIONAL SEAL

PROPOSED NORTH EXTERIOR ELEVATION

1

SCALE: 1/8" = 1'-0"



August 17, 2021

(Delivered electronically)

Dear Members of the Palisade Board of Trustees;

On behalf of the Grand Junction Area Chamber of Commerce, an organization of over 800 mostly small businesses located in Mesa County, I am writing to let you know of our support for the two variance requests before you that are needed for the Colterris Collections Wine Museum and Wine Bar project to move forward.

This is an exciting project that will provide economic impact to the entire Valley and offer another destination to attract tourists to Mesa County. We also think the added element of restoring the historic Palisade Branch of the Grand Junction Fruit Growers Building is appealing and a tribute to the Valley's history as a fruit growing region.

However, sometimes it is much harder to restore a historic structure than it is to construct something brand new. The variances being requested are reasonable based on the location and nature of the building. There are no neighbors to the north that will be affected by a smaller setback to accommodate a fire escape as the site borders the railroad tracks.

The second variance for the addition of an eight-foot fence for safety and security also appears reasonable. It will not be a detriment to the overall appearance of the site and will provide safety and security once this historic property is restored.

As an organization that promotes economic growth, we fully support this project that will create jobs and add millions of dollars to our local economy. We urge you to act positively and swiftly in approving these modest variance requests.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Diane Schwenke'.

Diane Schwenke  
President/CEO

**From:** [Karen Bishop](#)  
**To:** [Brian Rusche](#)  
**Cc:** [Greg Mikolai](#); [Janet Hawkinson](#)  
**Subject:** Colterris Collections Museum and Wine Bar  
**Date:** Monday, August 16, 2021 9:05:51 PM

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Dear Mr. Rusche,

I am writing this letter to support the request for variance at 244 W 3rd Street, Palisade, submitted by Scott High and High Country Orchards, LLC. I have seen the plans for the improvements to the historic Fruit Growers building and believe the improvements will not only bring back to life a building that has been sitting in disrepair, but would also offer opportunities for additional business and employment in the heart of our town.

The requested variances have to do with safety and security and do not appear to have any negative impact on the surrounding property. They also appear to enhance the aesthetic appeal of the property, something sorely needed in the heart of town. If disallowing the variances causes Mr. High to change course with his decision to renovate, I feel this would be a great loss to the town.

This building was sitting vacant when I moved to Palisade in 2007. In the past 14 years I have not seen any attempts to renovate or rejuvenate the property and it has become a sad symbol of historical buildings left to crumble. For Mr. High to step forward and propose an opportunity to reinvent the building and adjoining property into something that celebrates the agricultural history of Palisade - and will be an asset to our community - should be welcomed and embraced. As with the new Historical Society Museum, Palisade needs businesses that embrace its heritage and help to create vibrancy in our town.

Please consider the request made by Mr. High and weigh the benefits that this project has the potential to create.

Thank you,  
Karen Bishop  
3847 N River Road Palisade

Sent from my iPad

**From:** [Dave Smith](#)  
**To:** [Brian Rusche](#)  
**Subject:** Grand Junction Fruit Growers Building  
**Date:** Tuesday, August 17, 2021 8:01:48 AM

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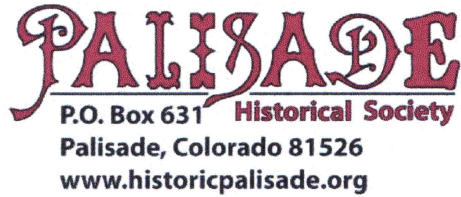
Mr. Rusche,

Please accept this as my letter of support for the restoration and expansion efforts of the Grand Junction Fruit Growers Building located at 244 W 3rd St.

This is a unique building that has sat vacant and unused for way too long. The proposed plan is very well put together and would be a great model for the future of Palisade's downtown. The High's are well known for "a second to none" presentation and this plan is consistent with their current properties at the Colterris Winery and the Colterris Overlook providing top notch atmospheres.

Please do everything you can to facilitate the forward movement of this project coming to fruition.

Dave Smith  
Owner Pali-Tours  
362 W 7th St  
Palisade, CO 81526



August 20, 2021

Janet Hawkinson, Town Manager  
Brian Rusche, Community Development Director  
Greg Mikoli, Mayor and Trustees  
Town of Palisade  
P.O. Box 128  
Palisade, CO 81526

Dear Janet, Brian, Greg and Trustees;

The Palisade Historical Society is excited to learn Scott High plans to renovate the historic Palisade Branch of the Grand Junction Fruit Growers' Association building at 244 West 3rd Street into a Museum. The building was also known as the "Mountain Lion Building" because it was the long-time home to the popular Mountain Lion brand of Palisade peaches. It was also referred to simply as "The Co-op" because it was a cooperative marketing organization for local growers. Though the organization changed names over the years, it often included the word Co-op.

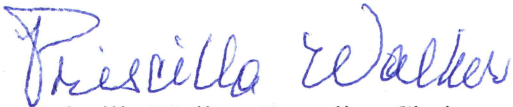
It is truly an iconic building which generates a lot of questions. We have included photos and descriptions in our printed and e-book walking tour brochures (Stop #19) as well as featuring it on our guided walking tours. It is also on the kiosk panels at Independent Park to help people understand its importance to Palisade's agriculture history. Everyone assumes it was a depot, which it never was.

He is including extra steps to preserve the east face of the 1909 building closest to the railroad tracks which will only require a modest variance for the normal setback. The variance for the taller fence should not be a problem, either, as its design still allows views of the historic building.

We are hopeful a second year-round museum in Palisade will add even more interest in our unique history. It will be much better to have this historic building restored than the eyesore it has been for the last several years.

We support the minor variance requests which you will consider at your August 24 meeting.

Sincerely,

  
Priscilla Walker, Founding Chair



August 19, 2021



To: Palisade Board of Trustees,

This letter is written in enthusiastic support of Scott High's proposal to create the Colterris Collections Museum and Wine Bar. We support this proposal for the following reasons:

- 1) It will restore and revitalize an historic and iconic structure in downtown Palisade in a manner that preserves and enhances the original architectural theme while adding value to the surrounding businesses with a significant improvement to the ambiance of the downtown area.
- 2) It will add significant revenue to the local Palisade economy, both directly and indirectly with a multiplier effect.
- 3) It will offer a unique tourism experience that will present a different historical perspective and complement our own recently opened Palisade History Museum.
- 4) It expands and solidifies the fruit and wine theme that is the crown jewel of the Palisade area.
- 5) The significant investment required will be made by Colterris privately and will enhance the town's revenue stream.

It is our understanding that the applicant is asking for two variances to be granted that will be important in preserving the original architecture while providing adequate fire egress needs with a setback variance and in providing a secure common entry area with an ornate and architecturally proportional high surrounding fence. It is our hope and request that these variances be granted without conditions to enable the project to go forward as proposed.

Thank you for your consideration of our request.

A handwritten signature in black ink that reads "Charlie Talbott".

Charlie Talbott – Talbott Farms, Inc.

A handwritten signature in black ink that reads "Bruce Talbott".

Bruce Talbott – Talbott Farms, Inc.

A handwritten signature in black ink that reads "Nathan Talbott".

Nathan Talbott – Talbott Farms, Inc.



COLORADO'S PREMIUM FRUITS & APPLE JUICE

Talbott Farms, Inc. 3782 F-1/4 Road, Palisade, CO 81526

Local: (970) 464-5943 Sales: (970) 464-5656 Fax: (970) 464-7821 www.talbotffarms.com

**From:** [ulla@bookcliffvineyards.com](mailto:ulla@bookcliffvineyards.com)  
**To:** [Brian Rusche](#)  
**Subject:** Letter of support - 244 West 3rd Street project  
**Date:** Friday, August 20, 2021 11:38:41 AM

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Dear Mr. Rusche,

I am writing to you in support of granting the variance requested for the project located at 244 West 3<sup>rd</sup> Street, Palisade (Palisade Branch of Grand Junction Fruit Growers Building).

I understand the variance is for a reduced setback of 5 feet where 10 feet is required and to erect an 8 foot fence where 4 feet are specified.

The project with a museum and a wine bar as proposed is a beautiful addition to the town of Palisade. The reduced setback does not impact any current or future buildings as it is adjacent to the right of way of the railroad. The proposed fence is a perfect fit with the design of the building and does not obstruct any views.

I hope the town of Palisade will approve the variance and support the project.

Best regards,

Ulla Merz, Bookcliff Farms and Bookcliff Vineyards



**PALISADE BOARD OF TRUSTEES**  
**Agenda Item Cover Sheet**

**Meeting Date:** August 24, 2021

**Presented By:** Janet Hawkinson, Town Manager

**Department:** Administration

**Re:** Ordinance 2021-07

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**SUBJECT:** An ordinance of the Town of Palisade, Colorado amending Ordinance No. 2020-08 vacating a portion of Peach Avenue, north of Third Street, and reserving a utility easement.

**SUMMARY:** Attached for the Board of Trustee's consideration is an ordinance to extend the deadline for High Country Orchards, LLC to apply for a building permit for 244 W 3<sup>rd</sup> Street, Palisade, Colorado, as specified in Ordinance 2020-08 due to the restrictions caused by COVID-19 in 2020.

**BOARD DIRECTION:** Approve Ordinance 2021-07.

**TOWN OF PALISADE, COLORADO  
ORDINANCE NO. 2021-07**

**AN ORDINANCE OF THE TOWN OF PALISADE, COLORADO  
AMENDING ORDINANCE NO. 2020-08 VACATING A PORTION OF  
PEACH AVENUE NORTH OF THIRD STREET AND RESERVING A  
UTILITY EASEMENT.**

**WHEREAS**, High Country Orchards, LLC (“Owner”) applied to the Town for the vacation of the western fifty feet of that portion of Peach Avenue north of Third Street and south of the railroad shown (hereinafter the “Right-of-Way”) be vacated, which the Town of Palisade approved by Ordinance No. 2020-08 (the “Ordinance”); and

**WHEREAS**, the vacation of the Right-of-Way was expressly conditioned on Owner’s restoration of the historic structure on Owner’s Property for a commercial purpose open to the public pursuant to certain deadlines set forth in the Ordinance, including applying for a building permit by December 31, 2020; and

**WHEREAS**, the Ordinance contained a force majeure provision and the Board of Trustees finds the Covid-19 pandemic fits that definition allowing the extension of such deadlines; and

**WHEREAS**, Owner has been diligently working with the Town regarding an application for a building permit and the Board of Trustees wants to amend the deadline to apply for a building permit in the Ordinance to June 30, 2022, to ensure there are no issues of interpretation of the force majeure provision and the applicability of the Covid-19 pandemic in that definition.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALISADE, COLORADO:**

**Section 1.** The Board of Trustees of the Town of Palisade adopts the foregoing recitals and conclusions as facts and determinations and incorporates them by reference as if set forth in full herein.

**Section 2.** The deadline for Owner to apply for a building permit set forth in Section 4 of Ordinance No. 2020-08 is hereby amended to be June 30, 2022. All other terms and conditions in the Ordinance remain in full force and affect, including the requirement that Owner shall receive a certificate of occupancy within two years from the issuance of the building permit. The Board of Trustees further ratifies and affirms Ordinance No. 2020-08 and its legislative affect.

**INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED** at a regular meeting of the Board of the Trustees of the Town of Palisade, Colorado, held on August 24, 2021.  
TOWN OF PALISADE, COLORADO

By: \_\_\_\_\_  
Greg Mikolai, Mayor

ATTEST:

\_\_\_\_\_  
Keli Frasier, Town Clerk



## PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

**Meeting Date:** August 24, 2021

**Presented By:** Brian Rusche, Community Development Director

**Department:** Planning

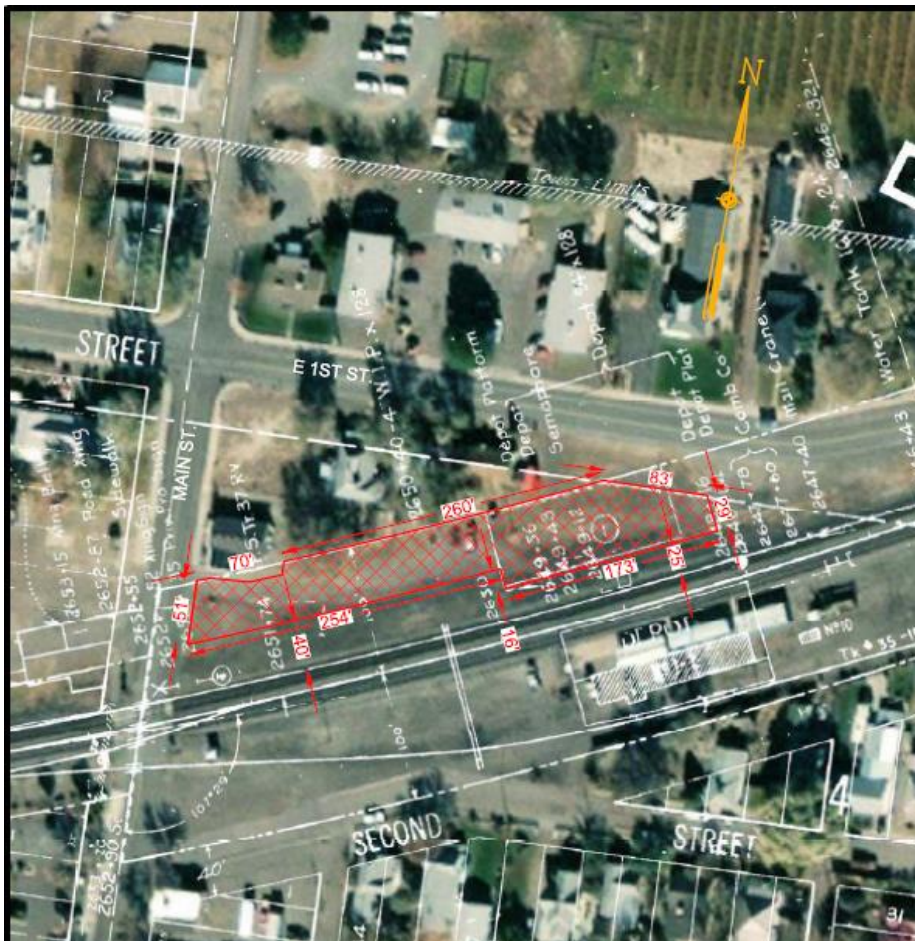
**Re:** Lease of property from Union Pacific Railroad

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**SUBJECT:** Lease of property between Main Street and First Street north of the railroad tracks

**SUMMARY:** The Union Pacific Railroad has substantial right-of-way (ROW) through the heart of Palisade. Some of this property has been leased to private parties for parking (i.e., along the south side of W. 2<sup>nd</sup> St), providing necessary parking while maintaining the buffer against the railroad tracks.

The subject property lies north of the tracks in a triangular shape between Main Street and 1<sup>st</sup> Street. Staff has approached the Union Pacific about the possibilities for using this property for parking. The railroad is willing to lease approximately 0.47 acres in this area north of the railroad tracks. The Town has inquired about leasing the south side as well; however, the railroad considers this area to be part of active operations. As such, the lease that the railroad is proposing is offset from the railroad tracks by between 25 and 40 feet, allowing for operational and safety considerations along the north side as well.



The terms of the lease are yearly, with a fixed rent of Five Thousand Dollars (\$5,000.00) annually. These funds are not included in the 2021 budget but will be supplementally appropriated if the lease is approved as well as added to the 2022 budget proposal. This is the minimum contract rent set by the Union Pacific, according to their representatives and works out to \$0.25 per square foot. The rent shall be automatically increased by Three percent (3%) annually, cumulative and compounded. Not more than once every two (2) years, Lessor may redetermine the fixed rent. If Lessor redetermines the rent, Lessor shall notify Lessee of such change.

**BOARD DIRECTION:** The action by the Board is to approve the lease between Union Pacific Railroad Company (“Lessor”) and Town of Palisade, a Colorado municipal corporation (“Lessee”) and authorize the Mayor to sign.



July 08, 2021  
Folder: 03287-27

BRIAN RUSCHE  
TOWN OF PALISADE  
PO BOX 128  
PALISADE CO 81526

**RE: Lease Covering Use of Railroad Property at Palisade, Colorado**

Town of Palisade:

Pursuant to your request, attached are originals of the above-referenced Lease for your execution.

In an email, please return the following:

1. **ALL ORIGINALS** of the Lease signed by the appropriate party. If approved by the Railroad Company, a fully-executed original will be returned to you for your records.

A copy of the above-mentioned lease document, must be received by this office within 30 days of the date of this letter for consideration by Railroad Company management. You **are not authorized to enter the premises until you are in possession of a fully executed copy of this Lease.**

NOTHING IN THIS CORRESPONDENCE SHOULD BE CONSTRUED AS A COMMITMENT TO LEASE REAL PROPERTY AS SUCH A COMMITMENT REQUIRES FORMAL RAILROAD MANAGEMENT APPROVAL. IF SUCH APPROVAL IS RECEIVED, A FULLY EXECUTED COPY OF THE LEASE WILL BE RETURNED TO YOU.

If you have any questions regarding this Lease, please contact me at (402) 544-2255 or [jagates@up.com](mailto:jagates@up.com).

Sincerely,

Joe Gates  
Real Estate

**LEASE OF PROPERTY**  
**(INDUSTRIAL LEASE - UNIMPROVED - YEAR TO YEAR)**

**THIS LEASE** (“Lease”) is entered into on \_\_\_\_\_, 20\_\_\_\_, between **UNION PACIFIC RAILROAD COMPANY** (“Lessor”) and **TOWN OF PALISADE**, a Colorado municipal corporation, whose address is PO Box 128, Palisade, Colorado 81526 (“Lessee”).

**IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**Article 1.      PREMISES; USE.**

Lessor leases to Lessee and Lessee leases from Lessor the premises (“Premises”) at Palisade, Colorado, shown on the print dated July 20, 2021, marked **Exhibit A**, hereto attached and made a part hereof, subject to the provisions of this Lease and of **Exhibit B** attached hereto and made a part hereof. The Premises may be used for Parking, and purposes incidental thereto, only, and for no other purpose.

**Article 2.      TERM.**

The term of this Lease shall commence August 16, 2021, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

**Article 3.      FIXED RENT.**

A.      Lessee shall pay to Lessor, in advance, fixed rent of Five Thousand Dollars (\$5,000.00) annually. The rent shall be automatically increased by Three percent (3%) annually, cumulative and compounded.

B.      Not more than once every two (2) years, Lessor may redetermine the fixed rent. If Lessor redetermines the rent, Lessor shall notify Lessee of such change.

**Article 4.      INSURANCE.**

A.      Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage required under **Exhibit C** hereto attached and made a part hereof.

B.      Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C.      Upon request of Lessor, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit C**.



D. All insurance correspondence shall be directed to: Real Estate Department, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690, Folder No. 03287-27.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

Lessor:  
**UNION PACIFIC RAILROAD COMPANY**

Lessee:  
**TOWN OF PALISADE**

By: \_\_\_\_\_  
General Director - Real Estate

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT B  
TO  
INDUSTRIAL LEASE (UNIMPROVED YEAR TO YEAR)**

**Section 1.     IMPROVEMENTS.**

No improvements placed upon the Premises by Lessee shall become a part of the realty.

**Section 2.     RESERVATIONS, TITLE AND PRIOR RIGHTS.**

A.     Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B.     Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C.     Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, this Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

D.     Without limitation of Subparagraphs B. and C. above, Lessee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Premises or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards). In no event may Lessee construct on the Premises any improvements that interfere in any manner with the visibility or operation of any signboards now or hereafter on the Premises or on property in proximity to the Premises.

**Section 3.     PAYMENT OF RENT.**

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

**Section 4.     TAXES AND ASSESSMENTS.**

A.     Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B.     If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

**Section 5. WATER RIGHTS.**

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

**Section 6. CARE AND USE OF PREMISES.**

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises other than the Lessor Improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

**Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.**

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to

any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

#### **Section 8. UTILITIES.**

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

**Section 9.     LIENS.**

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

**Section 10.    ALTERATIONS AND IMPROVEMENTS; CLEARANCES.**

A.     No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B.     All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C.     Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D.     Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

**Section 11.    AS-IS.**

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

**Section 12.    RELEASE AND INDEMNITY.**

A.     As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B.     The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

**Section 13. TERMINATION.**

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

**B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) day's written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A, at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance. **Notwithstanding anything to the contrary in this Lease, if Lessee has not complied with the requirements of Section 15 A, this Lease, together with all terms contained herein (including payment of rent) will remain in effect until the requirements of Section 15A are met, unless Lessor, in its sole discretion, elects to terminate this Lease.****

**Section 14. LESSOR'S REMEDIES.**

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

**Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.**

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, including all personal property and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

**Section 16. FIBER OPTICS.**

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

**Section 17. NOTICES.**

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by facsimile to (402) 501-0340, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: AVP - Real Estate, Real Estate Department, 1400 Douglas Street, Stop 1690, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

**Section 18. ASSIGNMENT.**

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**Section 19. CONDEMNATION.**

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

**Section 20. ATTORNEY'S FEES.**

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

**Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.**

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under

federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

**Section 22. MODIFICATION, WAIVER OF DEFAULT, ENTIRE AGREEMENT.**

No waiver, modification or amendment to this Lease, including specifically but not limited to, any indemnity and/or insurance requirement herein, shall be of any force or effect unless made in writing, signed by Lessor and Lessee and specifying with particularity the nature and extent of such waiver, modification or amendment. This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease.

**Section 23. WATER WELL(S).**

The installation of new water well(s) or use of existing water well(s) or other equipment or facilities designed to secure potable or non-potable water from sources on the leased premises, or from any adjoining property owned or operated by Lessor, is prohibited.



**EXHIBIT C**  
**Union Pacific Railroad**  
**Contract Insurance Requirements**

Lease of Land

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

**A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.

**B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

**C. Workers Compensation and Employers Liability insurance.** Coverage must include but not be limited to:

Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Lessee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

In any and all Claims against Lessor by any employee of Lessee, Lessee's indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other **employee benefits acts.**

**D. Pollution Liability insurance.** If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

**E.** **Umbrella or Excess** insurance. If Lessee utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

### **Other Requirements**

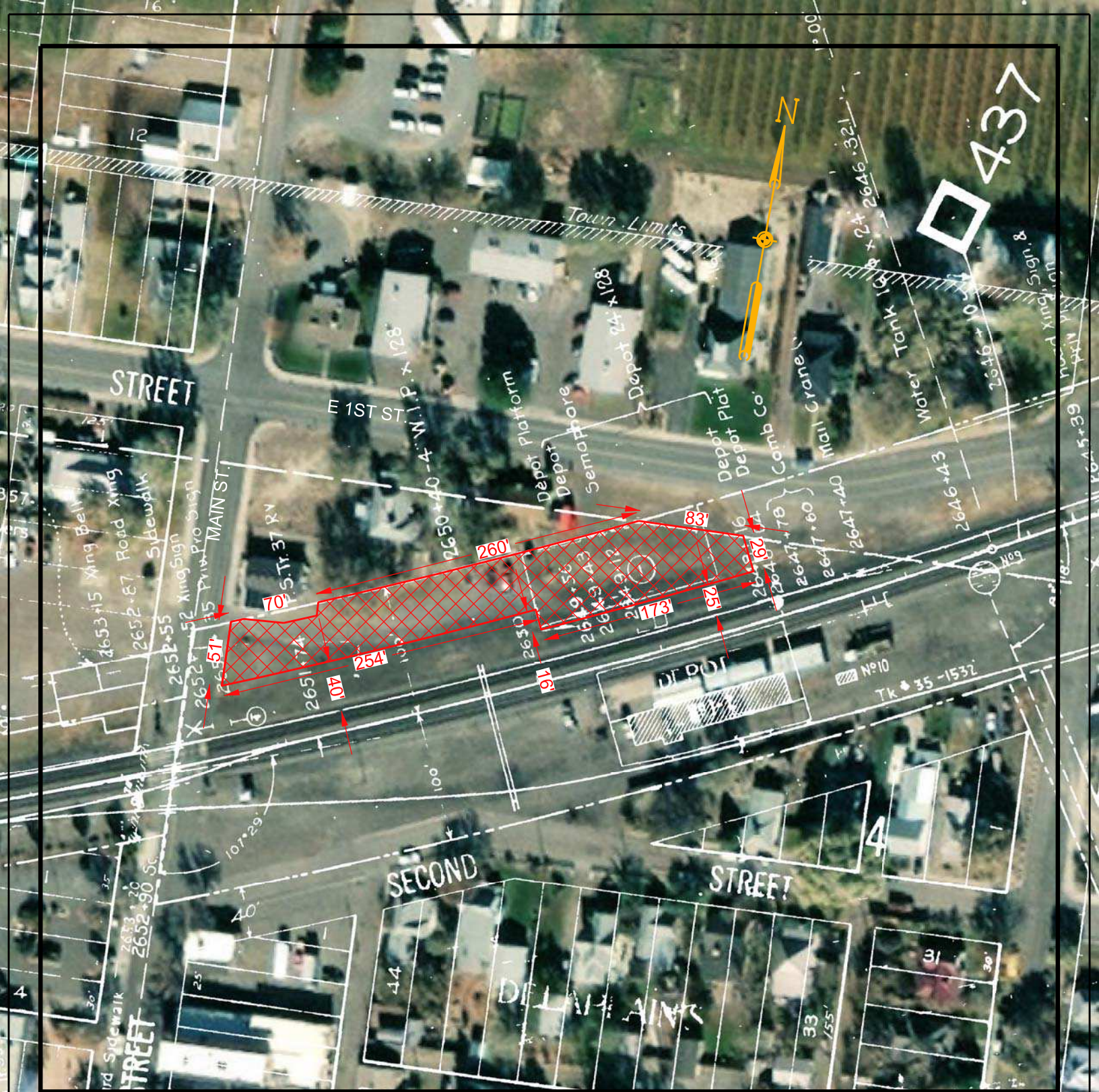
**F.** All policy(ies) required above must include Lessor as “Additional Insured” using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor’s negligence whether sole or partial, active or passive, and shall not be limited by Lessee's liability under the indemnity provisions of this Lease.

**G.** Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers’ liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.


**H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

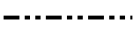
**I.** All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

**J.** The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.



**LEGEND:**

LEASE AREA..... 

UPRRCO. R/W OUTLINED..... 

**LEASE AREA: 20,589 SQ.FT. / 0.47 AC. +/-**

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

PALISADE, MESA COUNTY, CO

M.P. 437 - GLENWOOD SPRINGS SUB.

DRG/CO/V-8/DS14

SCALE: 1" = 100'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 7-20-2021

DSK FILE: 3287-27

CADD FILENAME 0328727

SCAN FILENAME S:/DRG/CO/8/COV8DS14



## PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

**Meeting Date:** August 24, 2021  
**Presented By:** Brian Rusche, Community Development Director  
**Department:** Planning  
**Re:** Mesa County Parcel # 2941-032-10-016

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**SUBJECT:** ACCEPT CONVEYANCE OF PROPERTY FROM MESA COUNTY – PARCEL # 2941-032-10-016

**SUMMARY:** The subject property, approximately 0.28 acres located at the end of Elberta Avenue south of Fairhaven Road, has been subject to a tax lien for over 21 years. The County, as a result of this lien, took deed of the property and offered it for sale. As there were no buyers, the County Treasurer reached out to the Community Development Director about the opportunity to quit claim the property to the Town. The property is adjacent to another parcel to the east already owned by the Town south of Fairhaven Road. The parcel would add to the inventory of open space along the canal and across from Riverbend Park and the Town would be in a better position to maintain the property.



**BOARD DIRECTION:** The action by the Board is to accept conveyance from Mesa County to the Town of Palisade: Mesa County Assessor Parcel No. 2941-032-10-016.

QUIT CLAIM DEED

THIS DEED, Made this 2<sup>nd</sup> day of August, 2021

Between Mesa County

of the County of Mesa and State of COLORADO, Grantor(s)

and Town of Palisade

whose legal address is : 175 E 3<sup>rd</sup> St, Palisade CO 81526

of the County of Mesa and State of COLORADO, Grantee(s)

WITNESSETH, That the grantor(s), for and in consideration of the sum of ten dollars, (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, and QUIT CLAIMED, and by these presents does remise, release, sell and QUIT CLAIM unto the grantee(s), his heirs, successors and assigns, forever, all the right, title interest, claim and demand which the grantor(s) has in and to the real property, together with improvements, if any, situate, lying and being in the County of Mesa and COLORADO, described as follows:

2941-032-10-016 - OUTLOT A DUNCAN SUBDIVISION SEC 3 1S 2E

also known by assessor's schedule or parcel number: 2941-032-10-016

TO HAVE AND TO HOLD, the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever, of the grantor(s), either in law or equity, to the only proper use, benefit and behalf of the grantee(s), his heirs and assigns forever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor(s) has executed his deed on the date set forth above.



Sheila Reiner, Mesa County Treasurer and Public Trustee

ACKNOWLEDGEMENT

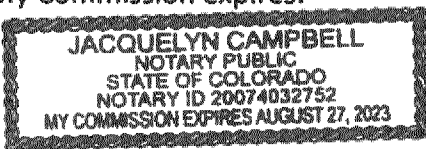
STATE OF COLORADO )  
COUNTY OF MESA ) ss

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of August, 2021.

Witness my hand and official seal.

  
Notary Public

My Commission expires:





**PALISADE BOARD OF TRUSTEES**  
**Agenda Item Cover Sheet**

**Meeting Date:** August 24, 2021

**Presented By:** Janet Hawkinson, Town Manager

**Department:** Administration

**Re:** Ordinance 2021-08

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**SUBJECT:** An ordinance of the Town of Palisade, Colorado, extending the temporary moratorium on the issuance of additional retail marijuana store licenses.

**SUMMARY:** Attached for the Board of Trustee's consideration is an ordinance to extend the moratorium on the acceptance, processing, and approval of any applications for additional retail marijuana store licenses until March 31, 2022.

**BOARD DIRECTION:** Approve Ordinance 2021-08.

**TOWN OF PALISADE, COLORADO  
ORDINANCE NO. 2021-08**

**AN ORDINANCE OF THE TOWN OF PALISADE, COLORADO,  
EXTENDING THE TEMPORARY MORATORIUM ON THE ISSUANCE  
OF ADDITIONAL RETAIL MARIJUANA STORE LICENSES.**

**WHEREAS**, the Town of Palisade (“Palisade” or the “Town”) is a Colorado municipality organized pursuant to Title 31 of the Colorado Revised Statutes and with the authority set forth therein; and

**WHEREAS**, pursuant to Article XVIII, Sections 14 and 16 of the Colorado Constitution, the cultivation and use of medical and retail marijuana has been authorized within the State of Colorado subject to state regulation and the right of local control; and

**WHEREAS**, pursuant to Section 31-15-401, C.R.S., the Town has broad authority to exercise its police powers to promote the health, safety and welfare of the community and its residents; and

**WHEREAS**, the Town has set forth criteria for the administration and regulation of permitted classes of medical and retail marijuana businesses in the Town in Articles IV and V of Chapter 6 of the Palisade Municipal Code (“Town Code”); and

**WHEREAS**, the Town adopted and amended a limitation of retail marijuana store licenses, codified at Section 6-105 of the Town Code, and a lottery that awards priority to obtain a retail marijuana store license, codified at Town Code Section 6-108; and

**WHEREAS**, by Ordinance No. 2019-12, the Board of Trustees found that in the event no Priority Applicant received a license and a license became available, the Town would need to analyze its policy and amend the Palisade Municipal Code accordingly, and the Board of Trustees enacted a temporary moratorium on the acceptance of applications of additional retail marijuana store licenses to allow it to do so, which moratorium became effective September 22, 2020 for six months; and

**WHEREAS**, by Ordinance No. 2021-02, the Board of Trustees extended the moratorium to September 30, 2021 because of a pending lawsuit from a Priority Applicant over a conditional use permit denial; and

**WHEREAS**, with that litigation still pending, the Board of Trustees finds it needs additional time before it can analyze its policy and amend the Palisade Municipal Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALISADE, COLORADO THAT:**

**Section 1.** The foregoing recitals are incorporated herein as if set forth in full.

**Section 2.** The Town of Palisade extends the temporary moratorium on the acceptance,

processing and approval of any applications for additional retail marijuana store licenses until March 31, 2022; provided, however, this moratorium does not apply to any license applications from and relating to the two existing retail marijuana store licenses currently issued by the Town.

**Section 3.** If any part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance; and the Board of Trustees hereby declares it would have passed this Ordinance, and each part, section, subsection, sentence, clause or phrase thereof, regardless of the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

**INTRODUCED, READ, PASSED, APPROVED AND ORDERED PUBLISHED BY TITLE,** at the regular meeting of the Board of Trustees of the Town of Palisade, Colorado held on August 24, 2021.

TOWN OF PALISADE, COLORADO

By: \_\_\_\_\_  
Greg Mikolai, Mayor

ATTEST:

\_\_\_\_\_  
Keli Frasier, Town Clerk





**PALISADE BOARD OF TRUSTEES**  
**Agenda Item Cover Sheet**

**Meeting Date:** August 24, 2021

**Presented By:** Janet Hawkinson, Town Manager

**Department:** Administration

**Re:** Ordinance 2021-09

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**SUBJECT:** An ordinance of the Town of Palisade, Colorado, amending Chapter 14, Section 14-41 of the Palisade Municipal Code regarding regulated activities on Town of Palisade land.

**SUMMARY:** Attached for the Board of Trustee's consideration is an ordinance to repeal subsection 11 of Section 14-41 of the Palisade Municipal Code, resolving confusion about allowable activities on Town land.

**BOARD DIRECTION:** Approve Ordinance 2021-09.

**TOWN OF PALISADE, COLORADO  
ORDINANCE NO. 2021-09**

**AN ORDINANCE OF THE TOWN OF PALISADE, COLORADO,  
AMENDING CHAPTER 14, SECTION 14-41 OF THE PALISADE  
MUNICIPAL CODE REGARDING REGULATED ACTIVITIES WITHIN  
THE TOWN OF PALISADE WATERSHED PROTECTION DISTRICT.**

**WHEREAS**, the Town of Palisade (“Palisade” or the “Town”) is a Colorado municipality organized pursuant to Title 31 of the Colorado Revised Statutes and with the authority set forth therein; and

**WHEREAS**, the Town has established a Watershed Protection District pursuant to the authority granted to the Town in Section 31-15-707(l)(b), C.R.S. that contains land owned by different public entities and agencies, including land owned by the Town in fee simple (the “Town Property”); and

**WHEREAS**, the authority granted to the Town in Section 31-15-707(l)(b), C.R.S. is specifically limited to maintaining and protecting the Town's waterworks from injury and to protect the water from pollution in territory occupied by such waterworks, and over the streams or sources from which the water is taken for five (5) miles above the point from which it is taken (the “Watershed Ordinance Purpose”); and

**WHEREAS**, the Town adopted Watershed Protection District Regulations in Chapter 14 of the Palisade Municipal Code (the “Code”) that clearly meets the Watershed Ordinance Purpose; and

**WHEREAS**, Section 14-41 of the Code sets for activities regulated by the Town in the Watershed Protection District; and

**WHEREAS**, Subsection (11) of Section 14-41 of the Code regulates hunting, shooting, camping, fishing, trapping, livestock grazing and removal of rocks, soil or native plants on or from the land owned by the Town in fee simple in the District, including the waterworks; and

**WHEREAS**, the activities in Subsection (11) have little relevance to the Watershed Ordinance Purpose and pertain more to the use of the Town Property which the Town can allow or deny as a fee simple owner of such land separate from the Watershed Protection District Regulations in Chapter 14 of the Code; and

**WHEREAS**, the activities in Subsection (11) have created confusion with the submittal of applications for a Watershed Permit to utilize the Town Property when such use has no bearing on the Watershed Ordinance Purpose; and

**WHEREAS**, the Watershed Ordinance Purpose is protected with the remaining regulated activities in Section 14-41 of the Code with the repeal of Subsection (11) to solve such confusion; and

**WHEREAS**, the Board of Trustees finds and determines that it is in the interest of the Town to amend the Palisade Municipal Code accordingly.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALISADE, COLORADO THAT:**

**Section 1.** The foregoing recitals are incorporated herein as if set forth in full.

**Section 2.** Section 14-41 of Chapter 14 of the Palisade Municipal Code is hereby amended as follows, with ~~strike-through language deleted~~:

**Sec. 14-41. - Regulated activity.**

It shall be unlawful for any person to engage in any of the following activities without first applying for and obtaining a Watershed Protection District permit under the provisions of these Watershed Regulations and according to the standards set forth in Section 14-57 of this Chapter.

- (1) Altering water drainage courses.
- (2) Timber harvesting, except for the approved removal of dead trees and deadfall.
- (3) Surface and subsurface mining operations, including drilling operations.
- (4) Excavating, grading, filling or surfacing of surface and subsurface soils.
- (5) Using, handling, storing or transmitting toxic, hazardous, radioactive or flammable or explosive materials and substances.
- (6) Spraying or the use of pesticides, herbicides and fertilizers.
- (7) Removing or altering vegetation.
- (8) Construction or installation of a sewage disposal system.
- (9) Prescribed fires, except with the approval of the Town in cooperation with any federal or state land management agency which seeks to conduct a supervised prescribed burn.
- (10) Motorized vehicular use of land owned in fee simple by the Town within the District and on the Cottonwood Creek Road.
- (11) ~~Hunting, shooting, camping, fishing, trapping, livestock grazing and removal of rocks, soil or native plants on or from the land owned by the Town in fee simple in the District, including the waterworks.~~

**INTRODUCED, READ, PASSED, APPROVED AND ORDERED PUBLISHED BY  
TITLE**, at the regular meeting of the Board of Trustees of the Town of Palisade, Colorado held  
on August 24, 2021.

TOWN OF PALISADE, COLORADO

By: \_\_\_\_\_  
Greg Mikolai, Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk